

EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

ROBERT FISCHER, STEPHANIE LUKIS,
ALESSANDRA FISSINGER-FIGUEROA,
ERIC CARVALHO, JOSE CAMACHO,
RHONDA COTTA, ROGELIO RAMIREZ,
JAKE WEBB, JAMES ANDERSON,
THERESE BACKOWSKI, JUSTIN
ROGALSKY, NATEEMA LEWIS, and
NICHOLAS FIORITTO, individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

INSTANT CHECKMATE LLC,
TRUTHFINDER LLC, INTELIOUS LLC, THE
CONTROL GROUP MEDIA COMPANY,
LLC, and PEOPLECONNECT, INC.,

Defendants.

Case. No. 19-cv-4892

Hon. Manish S. Shah

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement” or “Settlement Agreement”) is entered into by and among (i) Plaintiffs Robert Fischer, Stephanie Lukis, Alessandra Fissinger-Figueroa, Eric Carvalho, Jose Camacho, Rhonda Cotta, Rogelio Ramirez, Jake Webb, James Anderson, Therese Backowski, Justin Rogalsky, Nateema Lewis, and Nicholas Fioritto (collectively, “Plaintiffs”); (ii) the Settlement Payment Classes (as defined by Paragraph 1.59 below) and the Multistate Injunction Settlement Classes (as defined by Paragraph 1.37 below); and (iii) Defendants Instant Checkmate LLC (“Instant Checkmate”); Truthfinder LLC (“Truthfinder”); Intelious LLC (“Intelious”); The Control Group Media Company, LLC (“Control Group”); and PeopleConnect, Inc. (“PeopleConnect”) (collectively, “Defendants”). Plaintiffs and Defendants are collectively referred to as the “Parties.” This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as

defined at Paragraph 1.54 below), upon and subject to the terms and conditions of this Settlement Agreement, and subject to the final approval of the Court.

RECITALS

A. On June 21, 2019, Plaintiffs Robert Fischer and Stephanie Lukis filed a putative class action complaint against Instant Checkmate LLC in the Circuit Court of Cook County, Illinois, alleging violations of the Illinois Right of Publicity Act, 765 ILCS 1075/1, *et seq.* (“IRPA”).

B. Instant Checkmate removed this Action to the United States District Court for the Northern District of Illinois on July 22, 2019, and thereafter moved to dismiss the complaint. The Court denied Instant Checkmate’s motion to dismiss on April 16, 2020. (Dkt. 36.)

C. On May 14, 2020, Instant Checkmate moved the Court (i) to reconsider its April 16, 2020 Order denying its motion to dismiss, (dkt. 43), (ii) for leave to appeal pursuant to 28 U.S.C. § 1292(b), (dkts. 44-45), and (iii) to grant its summary judgment motion (dkts. 39-41).

D. On October 27, 2020, the Court denied Instant Checkmate’s motion for reconsideration, its motion for leave to appeal, and its motion for summary judgment (dkts. 88-89).

E. Plaintiff Fischer and Lukis filed an amended complaint on December 3, 2020, adding Tiffany Adams as a named plaintiff. (Dkt. 109.) With respect to Plaintiffs Fischer and Lukis, Instant Checkmate answered the amended complaint on December 17, 2020, which included a number of defenses, including arbitrability. (Dkt. 119.) With respect to Plaintiff Adams, Instant Checkmate moved to compel arbitration as she had agreed to Instant Checkmate’s Terms of Use including an agreement to arbitrate, which the Court granted on July

19, 2021 (dkt. 160).

F. Plaintiffs Fischer and Lukis and Instant Checkmate conducted extensive discovery, including propounding and responding to formal written discovery requests, producing documents, and conducting depositions.

G. On May 17, 2021, Plaintiffs Fischer and Lukis sought class certification pursuant to Federal Rule of Civil Procedure 23, which was fully briefed. (Dkts. 151, 167, 177.) The Court granted in part and denied in part the motion for class certification. (Dkt. 192.) The Court certified two classes: (i) the “*SEO Directory Class*” defined as “All Illinois residents who were listed in Instant Checkmate’s SEO Directory on or since June 21, 2019 ... and continuing to March 31, 2022 ... where such listing included that person’s name, age, location(s), and relative(s), excluding anyone who has incurred actual damages as defined in IRPA,” (dkt. 193 at 31-32); and (ii) the “*Injunctive Relief Class*” defined as “All Illinois residents for whom Instant Checkmate can generate a name, age, and one or more location(s) and relative(s) in either the SEO Directory or the search results of www.instantcheckmate.com,” (*id.* at 32). Instant Checkmate petitioned the Seventh Circuit for interlocutory review of the class certification order, which Plaintiffs Fischer and Lukis opposed, and the Seventh Circuit denied. *In re Instant Checkmate LLC*, No. 22-8005, dkt. 9 (7th Cir. May 13, 2022).

H. Plaintiffs Fischer and Lukis and Instant Checkmate next began developing a proposal for class notice. While they agreed to the form and content of the class notices, they disagreed as to the method. Plaintiffs Fischer and Lukis and Instant Checkmate submitted their competing proposals regarding notice. (Dkts. 203, 208.) The Court adopted Plaintiffs Fischer and Lukis’ plan as to the Rule 23(b)(3) class and sustained Instant Checkmate’s objections as to the

Rule 23(b)(2) class, and appointed Simpluris as notice administrator. (Dkt. 214.)

I. In August 2022, Plaintiffs Fischer and Lukis and Instant Checkmate began exploring the possibility of settling the *Fischer et al. v. Instant Checkmate, LLC*, 19-cv-4892 (N.D. Ill.) matter (the “*Fischer Action*”). To facilitate their discussions, they agreed to mediate the case with the Honorable Sidney Schenkier (ret.) of JAMS. After they exchanged mediation briefs, they participated in a full-day mediation session with Judge Schenkier on October 27, 2022. Though Plaintiffs Fischer and Lukis and Instant Checkmate were unable to reach agreement during their initial session, they agreed to continue working with Judge Schenkier toward resolution, ultimately participating in a follow-up mediation on December 6, 2022. That mediation also failed to end in a negotiated resolution, but the Parties committed to continuing their settlement discussions, and thereafter engaged in multiple telephonic sessions with Judge Schenkier as they continued their negotiations.

J. The Parties’ initial settlement discussions focused on the viability of resolving the *Fischer Action* and providing monetary relief to the certified class. Instant Checkmate provided financial data, however, demonstrating that providing meaningful monetary relief to the certified class—which included essentially every Illinois resident—was not viable whether in settlement or in litigation. As the negotiations progressed, they expanded to include parallel suits involving Instant Checkmate, its sibling companies (Truthfinder and Intelius), as well as the former owner of Intelius.com and USSearch.com, PeopleConnect, Inc., that alleged violations of other states’ right of publicity laws with respect to Instancheckmate.com, Intelius.com, USSearch.com and Truthfinder.com. See *Fissinger-Figueroa v. PeopleConnect, Inc.*, No. 22-cv-04184 (N.D. Ill.), *Backowski v. PeopleConnect, Inc.*, No. 21-cv-00115 (W.D. Wash.), *Camacho v. PeopleConnect, Inc.*, No. 22-cv-00209 (S.D. Cal.), *Camacho v. The Control Group Media Co., LLC*, No. 21-cv-

01957 (S.D. Cal.), *Camacho v. The Control Group Media Co., LLC*, No. 21-cv-01954 (S.D. Cal.); *Ramirez v. The Control Group Media Co., LLC*, No. 22-cv-01128 (S.D. Cal.). To achieve a global resolution, Plaintiffs' counsel issued non-contingent settlement proposals for states with viable right of publicity claims, including Alabama, California, Illinois, Indiana, Nevada, Ohio, and South Dakota. Defendants were welcome to accept or reject any of these individual proposals. The demands, moreover, represented static percentages of each states' right of publicity law (as does the result of the proposed Settlement).

K. While the negotiations were ongoing, Instant Checkmate moved to decertify the SEO Directory Class in the *Fischer* Action on March 27, 2023, citing factual and legal developments since the class was certified. (Dkts. 243-44.) These included additional facts adduced about Defendants' SEO directory and a Seventh Circuit decision that, from Defendants' perspective, strongly supported that a class could not be certified. While the motion was pending, the Parties continued to engage in settlement discussions. After months of arms-length negotiations, the Parties reached agreement to resolve pending and anticipated litigation as set forth herein.

L. To that end, the Parties agreed to seek (i) modification of the SEO Directory Class in the *Fischer* Action and (ii) leave to amend the *Fischer* Action to include putative class representatives from the states specified herein, including from the Additional Litigation, and not already encompassed in the *Fischer* Action. This would allow the proposed settlement to be effectuated through a single action. In parallel, the Parties agreed to dismiss without prejudice the Additional Litigation.

M. Plaintiffs and Class Counsel believe that the claims asserted in the Action and related proceedings have merit, and that they would have ultimately succeeded at trial and on any

subsequent appeal. But Plaintiffs and Class Counsel recognize that Defendants have raised relevant factual and legal defenses that pose risks to the merits of the litigation and the maintenance of the litigation as a class action, as well as considerations of potential liability versus Defendants' revenue. Class Counsel have also considered the uncertain outcome and risks of any litigation, especially in complex actions, as well as the difficulty and delay inherent in such litigation and the appeals that would follow any judgment in favor of the Classes. Class Counsel believe that this Agreement eliminates uncertainty in the outcome and presents an exceptional result for the Classes, and one that will be provided without delay. Therefore, Plaintiffs believe that it is in the best interest of the Classes to settle the Action and that the Released Claims be fully and finally compromised, settled, and resolved with prejudice, and barred pursuant to the terms and conditions set forth in this Settlement Agreement.

N. Defendants deny all allegations of wrongdoing and liability and deny all material allegations in the complaints filed in the Action and the Additional Litigation and strongly believe that they would prevail in any trial on the merits and in their efforts to decertify the classes in the *Fischer* Action and oppose certification in the Additional Litigation, but they have similarly concluded that this Settlement Agreement is desirable to avoid the time, risk, and expense of defending protracted litigation, and to avoid the risk posed by the Classes' claims for substantial damages. Defendants thus desire to resolve finally and completely the pending claims of Plaintiffs and the Classes.

O. NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs, the Classes, and Defendants that, subject to the approval of the Court after a hearing as provided for in this Settlement, and in consideration of the benefits flowing to the Parties from the Settlement set forth herein, the Released Claims shall be fully and finally

compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions set forth in this Settlement Agreement.

AGREEMENT

1. DEFINITIONS.

As used in this Settlement Agreement, the following terms have the meanings specified below:

1.1. **“Action”** means the case captioned *Fischer v. Instant Checkmate LLC*, No. 19-cv-04892, pending in the United States District Court for the Northern District of Illinois.

1.2. **“Additional Litigation”** means the cases captioned *Fissinger-Figueroa v. PeopleConnect, Inc.*, No. 22-cv-04184 (N.D. Ill.), *Backowski v. PeopleConnect, Inc.*, No. 21-cv-00115 (W.D. Wash.), *Camacho v. PeopleConnect, Inc.*, No. 22-cv-00209 (S.D. Cal.), *Camacho v. The Control Group Media Company, LLC*, No. 21-cv-01957 (S.D. Cal.), *Camacho v. The Control Group Media Company, LLC*, No. 21-cv-01954 (S.D. Cal.); and *Ramirez v. The Control Group Media Company, LLC*, No. 22-cv-01128 (S.D. Cal.).

1.3. **“Alabama Injunction Settlement Class”** means all Alabama residents for whom Instant Checkmate can generate a name, age, and one or more location(s) and relative(s) in either the SEO Directory or the search results of Defendants’ Websites. Excluded from the Alabama Injunction Settlement Class are (1) any Judge or Magistrate presiding over this action and members of their families or (2) Defendants, Defendants’ subsidiaries, parent companies, successors, predecessors, and any entity in which Defendants or their parents have a controlling interest.

1.4. **“Alabama Injunction Settlement Class Representative”** means Jose Camacho.

1.5. **“Alabama Settlement Payment Class”** means all individuals in the SEO

Directory who were either searched for or otherwise navigated to on Instant Checkmate, Truthfinder, Intelius, or U.S. Search on or after August 11, 2019, through the date of Preliminary Approval, and for whom a report was purchased through the SEO Directory as a result of the search or navigation that displayed an Alabama address per the Defendants' records. Excluded from the Alabama Settlement Payment Class are (1) any Judge or Magistrate presiding over this action and members of their families, (2) Defendants, Defendants' subsidiaries, parent companies, successors, predecessors, and any entity in which Defendants or their parents have a controlling interest, (3) persons who properly execute and file a timely request for exclusion from the class, and (4) the legal representatives, successors, or assigns of any such excluded persons. Defendants represent that there are approximately 3,900 individuals in the Alabama Settlement Payment Class as of May 2, 2023.

1.6. **"Alabama Settlement Payment Class Representative"** means Jose Camacho.

1.7. **"Alabama Settlement Fund"** means the non-reversionary cash settlement fund that shall be established by Defendants in the total amount of eight hundred seventy-seven thousand five hundred dollars (\$877,500.00), which shall be deposited in an Escrow Account by Defendants no later than thirty (30) days after Preliminary Approval. From this Alabama Settlement Fund, the Settlement Administrator shall pay (i) Approved Claims of the Alabama Settlement Payment Class, (ii) a proportional amount of the Settlement Administration Expenses, (iii) any incentive award to the Alabama Settlement Payment Class Representative; and (iv) a proportional amount of the Fee Award. The Alabama Settlement Fund represents the limit and extent of Defendants' monetary obligations under this Agreement to the Alabama Payment Settlement Class. The Alabama Settlement Fund shall be kept in an Escrow Account with permissions granted to the Settlement Administrator to access said funds until such time as the

above-listed payments are made. In no event shall any amount paid by Defendants into the Alabama Settlement Fund, or any interest earned thereon, revert to Defendants or any other Released Party, except as set forth in Paragraph 9.4.

1.8. **“Approved Claim”** means a Claim Form submitted by a Settlement Payment Class Member that is: (i) submitted timely and in accordance with the directions on the Claim Form and the provisions of the Settlement Agreement; (ii) fully and truthfully completed with all of the information required of a Settlement Payment Class Member; and (iii) signed by the Settlement Payment Class Member, either physically or electronically.

1.9. **“California Injunction Settlement Class”** means all California residents for whom Instant Checkmate can generate a name, age, and one or more location(s) and relative(s) in either the SEO Directory or the search results of Defendants’ Websites. Excluded from the California Injunction Settlement Class are (1) any Judge or Magistrate presiding over this action and members of their families or (2) Defendants, Defendants’ subsidiaries, parent companies, successors, predecessors, and any entity in which Defendants or their parents have a controlling interest.

1.10. **“California Injunction Settlement Class Representatives”** means Rhonda Cotta, Rogelio Ramirez, and Jake Webb.

1.11. **“California Settlement Payment Class”** means all individuals in the SEO Directory who were either searched for or otherwise navigated to on Instant Checkmate, Truthfinder, Intelius, or U.S. Search on or after August 11, 2019, through the date of Preliminary Approval, and for whom a report was purchased through the SEO Directory as a result of the search or navigation that displayed a California address per the Defendants’ records. Excluded from the California Settlement Payment Class are (1) any Judge or Magistrate presiding over this

action and members of their families, (2) Defendants, Defendants' subsidiaries, parent companies, successors, predecessors, and any entity in which Defendants or their parents have a controlling interest, (3) persons who properly execute and file a timely request for exclusion from the class, and (4) the legal representatives, successors, or assigns of any such excluded persons. Defendants represent that there are approximately 29,735 individuals in the California Settlement Payment Class as of May 2, 2023.

1.12. **"California Settlement Payment Class Representative"** means Jake Webb.

1.13. **"California Settlement Fund"** means the non-reversionary cash settlement fund that shall be established by Defendants in the total amount of one million three thousand five hundred fifty-six dollars (\$1,003,556.00), which shall be deposited in an Escrow Account by Defendants no later than thirty (30) days after Preliminary Approval. From this California Settlement Fund, the Settlement Administrator shall pay (i) Approved Claims of the California Settlement Payment Class, (ii) a proportional amount of the Settlement Administration Expenses, (iii) any incentive award to the California Injunction Class Representatives and California Settlement Payment Class Representative, and (iv) a proportional amount of the Fee Award. The California Settlement Fund represents the limit and extent of Defendants' monetary obligations under this Agreement to the California Settlement Payment Class. The California Settlement Fund shall be kept in an Escrow Account with permissions granted to the Settlement Administrator to access said funds until such time as the above-listed payments are made. In no event shall any amount paid by Defendants into the California Settlement Fund, or any interest earned thereon, revert to Defendants or any other Released Party, except as set forth in Paragraph 9.4.

1.14. **"Claims Deadline"** means the date by which all Claim Forms must be

postmarked or submitted on the Settlement Website to be considered timely and shall be set as a date no later than sixty-three (63) days after the Notice Date. The Claims Deadline shall be clearly set forth in the order granting Preliminary Approval, in the Notice, and on the Claim Form.

1.15. **“Claim Form”** means the form substantially in the form attached hereto as Exhibit A, as approved by the Court. The Claim Form must be completed and physically signed or verified electronically by any Settlement Payment Class Member who wishes to file a claim for a settlement payment. The Claim Form shall be available for submission on and download from the Settlement Website, and available from the Settlement Administrator in hardcopy form. The Claim Form will not require notarization, but will require the information supplied to be true and correct. The Claim Form will provide the option of having settlement payments transmitted electronically through Venmo, Zelle, or check.

1.16. **“Class Counsel”** means Roberto Luis Costales and William Beaumont of Beaumont Costales LLC; Ari Scharg, J. Eli Wade-Scott, Yaman Salahi, and Michael Ovca of Edelson PC; Philip L. Fraietta of Bursor & Fisher, P.A; and Kevin Tucker of East End Trial Group.

1.17. **“Class Representatives”** means the Alabama Injunction Settlement Class Representative, Alabama Settlement Payment Class Representative, the California Injunction Settlement Class Representatives, the California Settlement Payment Class Representative, the Illinois Injunction Settlement Class Representatives, the Illinois Settlement Payment Class Representative, the Indiana Injunction Settlement Class Representative, the Indiana Settlement Payment Class Representative, the Nevada Injunction Settlement Class Representative, the Nevada Settlement Payment Class Representative, the Ohio Injunction Settlement Class

Representatives, the Ohio Settlement Payment Class Representative, the South Dakota Injunction Class Representative, and the South Dakota Settlement Payment Class Representative.

1.18. **“Court”** means the United States District Court for the Northern District of Illinois, the Honorable Manish S. Shah presiding, or any judge who shall succeed him as judge in the Action.

1.19. **“Defendants”** means Instant Checkmate LLC; Truthfinder LLC; Intelius LLC; PeopleConnect, Inc.; and The Control Group Media Company, LLC.

1.20. **“Defendants’ Counsel”** means Jenner & Block LLP.

1.21. **“Defendants’ Websites”** means instantcheckmate.com, truthfinder.com, intelius.com and ussearch.com.

1.22. **“Effective Date”** means one business day following the later of: (i) if no appeal is filed from the Final Approval Order, the expiration date of the time provided for filing or noticing any appeal under the Federal Rules of Appellate Procedure, i.e., thirty (30) days after entry of the Final Approval Order; or (ii) if there is an appeal from the Final Approval Order, (a) the date of final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari or otherwise, or (b) the date the Final Approval Order is finally affirmed on an appeal, and the expiration of the time to file a petition for a writ of certiorari or other form of review, or (c) the denial of a writ of certiorari or other form of review, or, (d) if certiorari or other form of review is granted, the date of final affirmance following review pursuant to that grant. However, any appeal or proceeding seeking subsequent judicial review pertaining solely to an order issued with respect to attorneys’ fees, costs, or expenses, shall not in any way delay or preclude the Final Approval Order from becoming final.

1.23. **“Escrow Account”** means the separate interest-bearing escrow account or accounts to be established by the Settlement Administrator for, respectively, the Alabama Settlement Fund, California Settlement Fund, Illinois Settlement Fund, Indiana Settlement Fund, Nevada Settlement Fund, Ohio Settlement Fund, and the South Dakota Settlement Fund. Each Escrow Account shall be established under terms acceptable to Plaintiffs and Defendants at a depository institution insured by the Federal Deposit Insurance Corporation that will constitute a court-approved Qualified Settlement Fund (QSF) for federal tax purposes pursuant to Treas. Reg. § 1.468B-1. The money in each Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (i) demand deposit accounts and/or (ii) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) days or less. The costs of establishing each Escrow Account shall be proportionally deducted from the Alabama Settlement Fund, California Settlement Fund, Illinois Settlement Fund, Indiana Settlement Fund, Ohio Settlement Fund, South Dakota Settlement Fund, and Nevada Settlement Fund. Any interest earned on any Escrow Accounts shall be considered part of that respective state-specific Settlement Fund. The Settlement Administrator shall be responsible for all tax filings with respect to any earnings on any Escrow Account and the payment of all taxes that may be due on such earnings.

1.24. **“Fee Award”** means the amount of attorneys’ fees and costs awarded by the Court to Class Counsel to be paid proportionally from the Alabama Settlement Fund, California Settlement Fund, Illinois Settlement Fund, Indiana Settlement Fund, Nevada Settlement Fund, Ohio Settlement Fund, and the South Dakota Settlement Fund.

1.25. **“Final Approval Hearing”** means the hearing before the Court where the Plaintiffs will request the Final Approval Order to be entered by the Court approving the

Settlement Agreement and determining the Fee Award and incentive awards to the Class Representatives.

1.26. **“Final Approval Order”** means the final approval order to be entered by the Court approving the settlement of the Action in accordance with this Settlement Agreement after the Final Approval Hearing, and dismissing the Action with prejudice.

1.27. **“Illinois Injunction Settlement Class”** means all Illinois residents for whom Instant Checkmate can generate a name, age, and one or more location(s) and relative(s) in either the SEO Directory or the search results of Defendants’ Websites. Excluded from the Illinois Injunction Settlement Class are (1) any Judge or Magistrate presiding over this action and members of their families or (2) Defendants, Defendants’ subsidiaries, parent companies, successors, predecessors, and any entity in which Defendants or their parents have a controlling interest.

1.28. **“Illinois Injunction Settlement Class Representatives”** means Robert Fischer, Stephanie Lukis, Alessandra Fissinger-Figueroa, and Eric Carvalho.

1.29. **“Illinois Settlement Payment Class”** means all individuals in the SEO Directory who were either searched for or otherwise navigated to on Instant Checkmate, Truthfinder, Intelius, or US Search on or after June 21, 2018, through the date of Preliminary Approval, and for whom a report was purchased through the SEO Directory as a result of the search or navigation or for whom a report was purchased after a follow-up email was sent, that displayed an Illinois address per the Defendants’ records. Excluded from the Illinois Settlement Payment Class are (1) any Judge or Magistrate presiding over this action and members of their families, (2) Defendants, Defendants’ subsidiaries, parent companies, successors, predecessors, and any entity in which Defendants or their parents have a controlling interest, (3) persons who properly

execute and file a timely request for exclusion from the class, and (4) the legal representatives, successors, or assigns of any such excluded persons. Defendants represent that there are approximately 25,284 individuals in the Illinois Settlement Payment Class as of May 2, 2023.

1.30. **“Illinois Settlement Payment Class Representative”** means Eric Carvalho.

1.31. **“Illinois Settlement Fund”** means the non-reversionary cash settlement fund that shall be established by Defendants in the total amount of six million two hundred forty-five thousand one hundred forty-eight dollars (\$6,245,148.00) which shall be deposited in an Escrow Account by Defendants no later than thirty (30) days after Preliminary Approval. From this Illinois Settlement Fund, the Settlement Administrator shall pay (i) Approved Claims of the Illinois Settlement Payment Class, (ii) a proportional amount of the Settlement Administration Expenses, (iii) any incentive award to the Illinois Settlement Payment Class Representatives and Illinois Injunction Settlement Class Representatives, and (iv) a proportional amount of the Fee Award. The Illinois Settlement Fund represents the limit and extent of Defendants’ monetary obligations under this Agreement to the Illinois Settlement Payment Class. The Illinois Settlement Fund shall be kept in an Escrow Account with permissions granted to the Settlement Administrator to access said funds until such time as the above-listed payments are made. In no event shall any amount paid by Defendants into an Escrow Account, or any interest earned thereon, revert to Defendants or any other Released Party, except as set forth in Paragraph 9.4.

1.32. **“Indiana Injunction Settlement Class”** means all Indiana residents for whom Instant Checkmate can generate a name, age, and one or more location(s) and relative(s) in either the SEO Directory or the search results of Defendants’ Websites. Excluded from the Indiana Injunction Settlement Class are (1) any Judge or Magistrate presiding over this action and members of their families or (2) Defendants, Defendants’ subsidiaries, parent companies,

successors, predecessors, and any entity in which Defendants or their parents have a controlling interest.

1.33. **“Indiana Injunction Settlement Class Representative”** means James Anderson.

1.34. **“Indiana Settlement Payment Class”** means all individuals in the SEO Directory who were either searched for or otherwise navigated to on Instant Checkmate, Truthfinder, Intelius, or U.S. Search on or after December 6, 2020, through the date of Preliminary Approval, and for whom a report was purchased through the SEO Directory as a result of the search or navigation that displayed an Indiana address per the Defendants’ records. Excluded from the Indiana Settlement Payment Class are (1) any Judge or Magistrate presiding over this action and members of their families, (2) Defendants, Defendants’ subsidiaries, parent companies, successors, predecessors, and any entity in which Defendants or their parents have a controlling interest, (3) persons who properly execute and file a timely request for exclusion from the class, and (4) the legal representatives, successors, or assigns of any such excluded persons. Defendants represent that there are approximately 2,371 individuals in the Indiana Settlement Payment Class as of May 2, 2023.

1.35. **“Indiana Settlement Payment Class Representative”** means James Anderson.

1.36. **“Indiana Settlement Fund”** means the non-reversionary cash settlement fund that shall be established by Defendants in the total amount of one hundred six thousand six hundred ninety-five dollars (\$106,695.00), which shall be deposited in an Escrow Account by Defendants no later than thirty (30) days after Preliminary Approval. From this Indiana Settlement Fund, the Settlement Administrator shall pay (i) Approved Claims of the Indiana Settlement Payment Class, (ii) a proportional amount of the Settlement Administration Expenses, (iii) any incentive award to the Indiana Settlement Payment Class Representative, and (iv) a

proportional amount of the Fee Award. The Indiana Settlement Fund represents the limit and extent of Defendants' monetary obligations under this Agreement to the Indiana Settlement Payment Class. The Indiana Settlement Fund shall be kept in an Escrow Account with permissions granted to the Settlement Administrator to access said funds until such time as the above-listed payments are made. In no event shall any amount paid by Defendants into an Escrow Account, or any interest earned thereon, revert to Defendants or any other Released Party, except as set forth in Paragraph 9.4.

1.37. **"Multistate Injunction Settlement Classes"** means each of the Alabama Injunction Settlement Class, the California Injunction Settlement Class, the Illinois Injunction Settlement Class, the Indiana Injunction Settlement Class, the Nevada Injunction Settlement Class, the Ohio Injunction Settlement Class, and the South Dakota Injunction Settlement Class.

1.38. **"Multistate Injunction Settlement Class Member"** means a person who falls within the definition of either the Alabama Injunction Settlement Class, the California Injunction Settlement Class, the Illinois Injunction Settlement Class, the Indiana Injunction Settlement Class, the Nevada Injunction Settlement Class, the Ohio Injunction Settlement Class, or the South Dakota Injunction Settlement Class.

1.39. **"Nevada Injunction Settlement Class"** means all Nevada residents for whom Instant Checkmate can generate a name, age, and one or more location(s) and relative(s) in either the SEO Directory or the search results of Defendants' Websites. Excluded from the Nevada Injunction Settlement Class are (1) any Judge or Magistrate presiding over this action and members of their families or (2) Defendants, Defendants' subsidiaries, parent companies, successors, predecessors, and any entity in which Defendants or their parents have a controlling interest.

1.40. **“Nevada Injunction Settlement Class Representative”** means Nicholas Fioritto.

1.41. **“Nevada Settlement Payment Class”** means all individuals in the SEO Directory who were either searched for or otherwise navigated to on Instant Checkmate, Truthfinder, Intelius, or U.S. Search on or after December 6, 2018, through the date of Preliminary Approval, and for whom a report was purchased through the SEO Directory as a result of the search or navigation that displayed a Nevada address per the Defendants’ records. Excluded from the Nevada Settlement Payment Class are (1) any Judge or Magistrate presiding over this action and members of their families, (2) Defendants, Defendants’ subsidiaries, parent companies, successors, predecessors, and any entity in which Defendants or their parents have a controlling interest, (3) persons who properly execute and file a timely request for exclusion from the class, and (4) the legal representatives, successors, or assigns of any such excluded persons. Defendants represent that there are approximately 3,532 individuals in the Nevada Settlement Payment Class as of May 2, 2023.

1.42. **“Nevada Settlement Class Representative”** means Nicholas Fioritto.

1.43. **“Nevada Settlement Fund”** means the non-reversionary cash settlement fund that shall be established by Defendants in the total amount of one hundred nineteen thousand two hundred five dollars (\$119,205.00) which shall be deposited in an Escrow Account by Defendants no later than thirty (30) days after Preliminary Approval. From this Nevada Settlement Fund, the Settlement Administrator shall pay (i) Approved Claims of the Nevada Settlement Payment Class, (ii) a proportional amount of the Settlement Administration Expenses, (iii) any incentive award to the Nevada Settlement Payment Class Representative, and (iv) a proportional amount of the Fee Award. The Nevada Settlement Fund represents the limit and

extent of Defendants' monetary obligations under this Agreement to the Nevada Settlement Payment Class. The Nevada Settlement Fund shall be kept in an Escrow Account with permissions granted to the Settlement Administrator to access said funds until such time as the above-listed payments are made. In no event shall any amount paid by Defendants into an Escrow Account, or any interest earned thereon, revert to Defendants or any other Released Party, except as set forth in Paragraph 9.4.

1.44. **"Notice"** means the notice of this proposed Settlement Agreement and Final Approval Hearing, described in greater detail in Paragraphs 4.1-4.3, which is to be sent to the Settlement Payment Class Members substantially in the manner set forth in this Agreement and Exhibits C-P, attached hereto, and which fulfills the requirements of Due Process and Federal Rule of Civil Procedure 23.

1.45. **"Notice Date"** means the date by which Notice is to be provided, which shall be a date no later than twenty-one (21) days after entry of Preliminary Approval.

1.46. **"Objection/Exclusion Deadline"** means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a Settlement Payment Class Member must be postmarked and/or filed with the Court, which shall be designated as sixty-three (63) days after the Notice Date.

1.47. **"Ohio Injunction Settlement Class"** means all Ohio residents for whom Instant Checkmate can generate a name, age, and one or more location(s) and relative(s) in either the SEO Directory or the search results of Defendants' Websites. Excluded from the Ohio Injunction Settlement Class are (1) any Judge or Magistrate presiding over this action and members of their families or (2) Defendants, Defendants' subsidiaries, parent companies, successors, predecessors, and any entity in which Defendants or their parents have a controlling interest.

1.48. **“Ohio Injunction Settlement Class Representatives”** means Therese Backowski and Justin Rogalsky.

1.49. **“Ohio Settlement Payment Class”** means all individuals in the SEO Directory who were either searched for or otherwise navigated to on Instant Checkmate, Truthfinder, Intelius, or U.S. Search on or after January 29, 2017, through the date of preliminary approval, and for whom a report was purchased through the SEO Directory as a result of the search or navigation that displayed an Ohio address per the Defendants’ records. Excluded from the Ohio Settlement Payment Class are (1) any Judge or Magistrate presiding over this action and members of their families, (2) Defendants, Defendants’ subsidiaries, parent companies, successors, predecessors, and any entity in which Defendants or their parents have a controlling interest, (3) persons who properly execute and file a timely request for exclusion from the class, and (4) the legal representatives, successors, or assigns of any such excluded persons. Defendants represent that there are approximately 15,359 individuals in the Ohio Settlement Payment Class as of May 2, 2023.

1.50. **“Ohio Settlement Payment Class Representative”** means Justin Rogalsky.

1.51. **“Ohio Settlement Fund”** means the non-reversionary cash settlement fund that shall be established by Defendant in the total amount of one million seven hundred twenty-seven thousand eight hundred eighty-eight dollars (\$1,727,888.00) which shall be deposited in an Escrow Account by Defendants no later than thirty (30) days after Preliminary Approval. From this Ohio Settlement Fund, the Settlement Administrator shall pay (i) Approved Claims of the Ohio Settlement Class, (ii) a proportional amount of the Settlement Administration Expenses, (iii) any incentive award to the Ohio Injunction Settlement Class Representatives and Ohio Settlement Payment Class Representative, and (iv) a proportional amount of the Fee Award. The

Ohio Settlement Fund represents the limit and extent of Defendants' monetary obligations under this Agreement to the Ohio Settlement Class. The Ohio Settlement Fund shall be kept in an Escrow Account with permissions granted to the Settlement Administrator to access said funds until such time as the above-listed payments are made. In no event shall any amount paid by Defendants into an Escrow Account, or any interest earned thereon, revert to Defendants or any other Released Party, except as set forth in Paragraph 9.4.

1.52. **"Plaintiffs"** means, collectively, Robert Fischer, Stephanie Lukis, Alessandra Fissinger-Figueroa, Eric Carvalho, Jose Camacho, Rhonda Cotta, Rogelio Ramirez, Jake Webb, James Anderson, Therese Backowski, Justin Rogalsky, Nateema Lewis, and Nicholas Fioritto.

1.53. **"Preliminary Approval"** means the order preliminarily approving the Settlement Agreement, certifying each Settlement Payment Class and each Multistate Injunction Class for settlement purposes, approving the form of the Notice, and ordering that Notice be disseminated to Settlement Payment Class Members.

1.54. **"Released Claims"** means any and all past and present claims or causes of action, brought or that could have been brought, whether known or unknown (including Unknown Claims, as defined below), arising from or related to the alleged use of a person's name, age, contact information, former residence locations, list of possible relatives, likeness, photograph, image, or other identifying information to advertise, promote, or in connection with an offer for sale of any products or services on Defendants' Websites.

1.55. **"Released Parties"** means: (1) Instant Checkmate LLC, PubRec LLC, Intelius LLC, Truthfinder LLC, PCHI Parent Inc., The Control Group Media Company, LLC, and PeopleConnect, Inc.; (2) their respective parent entities; (3) each of their respective principals,

investors, controlling shareholders, trustees, estates, heirs, executors, and administrators; and (4) the officers, directors, shareholders, employees, attorneys, representatives, agents, insurers, reinsurers, vendors, successors, predecessors, and assigns of (1), (2), and/or (3).

1.56. **“Releasing Parties”** means Plaintiffs and each Settlement Payment Class Member and their respective present or past heirs, executors, estates, administrators, assigns and agents. For the avoidance of doubt, members of the Multistate Injunction Settlement Classes who are not members of the Settlement Payment Classes are not Releasing Parties.

1.57. **“Settlement Administration Expenses”** means the expenses incurred by or on behalf of the Settlement Administrator in administering the Settlement Agreement, including expenses relating to providing Notice, processing Claim Forms, and mailing checks for Approved Claims, with all such expenses to be proportionally paid from each State-Specific Settlement Fund, such that Settlement Administration Expenses incurred on behalf of all State-Specific Settlement Funds shall be paid proportionally from each State-Specific Settlement Fund, and Settlement Administration Expenses incurred on behalf of only one State-Specific Settlement Fund shall be paid only from that respective State-Specific Settlement Fund.

1.58. **“Settlement Administrator”** means, subject to Court approval, Simpluris, which shall oversee the distribution of Notice, and process and pay Approved Claims as set forth in this Agreement.

1.59. **“Settlement Payment Classes”** means each of the Alabama Settlement Payment Class, the California Settlement Payment Class, the Illinois Settlement Payment Class, the Indiana Settlement Payment Class, the Nevada Settlement Payment Class, the Ohio Settlement Payment Class, and the South Dakota Settlement Payment Class.

1.60. **“Settlement Payment Class Member”** means a person who falls within the

definition of one of the Alabama Settlement Payment Class, the California Settlement Payment Class, the Illinois Settlement Payment Class, the Indiana Settlement Payment Class, the Nevada Settlement Payment Class, the Ohio Settlement Payment Class, or the South Dakota Settlement Payment Class, and who has not submitted a valid request for exclusion.

1.61. **“Settlement Website”** means the website to be created, launched, and maintained by the Settlement Administrator, which allows for the electronic submission of Claim Forms and provides access to relevant case documents, including the Notice, relevant case documents, and information about the submission of Claim Forms.

1.62. **“South Dakota Injunction Settlement Class”** means all South Dakota residents for whom Instant Checkmate can generate a name, age, and one or more location(s) and relative(s) in either the SEO Directory or the search results of Defendants’ Websites. Excluded from the South Dakota Injunction Settlement Class are (1) any Judge or Magistrate presiding over this action and members of their families or (2) Defendants, Defendants’ subsidiaries, parent companies, successors, predecessors, and any entity in which Defendants or their parents have a controlling interest.

1.63. **“South Dakota Injunction Settlement Class Representative”** means Nateema Lewis.

1.64. **“South Dakota Settlement Payment Class”** means all individuals in the SEO Directory who were either searched for or otherwise navigated to on Instant Checkmate, Truthfinder, Intelius, or U.S. Search on or after December 6, 2019, through the date of Preliminary Approval, and for whom a report was purchased through the SEO Directory as a result of the search or navigation that displayed an South Dakota address per the Defendants’ records. Excluded from the South Dakota Settlement Payment Class are (1) any Judge or

Magistrate presiding over this action and members of their families, (2) Defendants, Defendants' subsidiaries, parent companies, successors, predecessors, and any entity in which Defendants or their parents have a controlling interest, (3) persons who properly execute and file a timely request for exclusion from the class, and (4) the legal representatives, successors, or assigns of any such excluded persons. Defendants represent that there are approximately 509 individuals in the South Dakota Settlement Payment Class as of May 2, 2023.

1.65. **“South Dakota Settlement Payment Class Representative”** means Nateema Lewis.

1.66. **“South Dakota Settlement Fund”** means the non-reversionary cash settlement fund that shall be established by Defendants in the total amount of twenty-two thousand nine hundred five dollars (\$22,905.00) which shall be deposited in an Escrow Account by Defendants no later than thirty (30) days after Preliminary Approval. From this South Dakota Settlement Fund, the Settlement Administrator shall pay (i) Approved Claims of the South Dakota Settlement Payment Class, (ii) a proportional amount of the Settlement Administration Expenses, (iii) any incentive award to the South Dakota Settlement Payment Class Representative, and (iv) a proportional amount of the Fee Award. The South Dakota Settlement Fund represents the limit and extent of Defendants' monetary obligations under this Agreement to the South Dakota Settlement Payment Class. The South Dakota Settlement Fund shall be kept in an Escrow Account with permissions granted to the Settlement Administrator to access said funds until such time as the above-listed payments are made. In no event shall any amount paid by Defendants into an Escrow Account, or any interest earned thereon, revert to Defendants or any other Released Party, except as set forth in Paragraph 9.4.

1.67. **“State-Specific Settlement Funds”** means each of the Alabama Settlement Fund,

the California Settlement Fund, the Illinois Settlement Fund, the Indiana Settlement Fund, the Ohio Settlement Fund, the Nevada Settlement Fund, and the South Dakota Settlement Fund.

1.68. **“Unknown Claims”** means claims that could have been raised in the Action or the Additional Litigation and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or her, might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of § 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Upon the Effective Date, the Releasing Parties also shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to § 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this paragraph.

2. SETTLEMENT RELIEF.

2.1. Settlement Claim Process for Settlement Payment Class Members.

(a) Settlement Payment Class Members shall have until the Claims Deadline to submit a Claim Form. The Settlement Administrator shall have sole and final authority to determine if a Claim Form is an Approved Claim. Each Settlement Payment Class Member who submits an Approved Claim shall be entitled to a payment of a *pro rata* share of their respective State-Specific Settlement Fund, after payment of Settlement Administration Expenses, the Fee Award, and any incentive award to that Settlement Payment Class's respective Class Representative.

(b) Within twenty-eight (28) days of the Effective Date, or such other date as the Court may set, the Settlement Administrator shall send settlement payments from the State-Specific Settlement Fund to Settlement Payment Class Members with Approved Claims by electronic deposit or by check via First Class U.S. Mail to the address provided on the Claim Form, as elected by the Settlement Payment Class Member with an Approved Claim.

(c) Each payment issued to a Settlement Payment Class Member by check will state on the face of the check that it will become null and void unless cashed within one hundred and eighty (180) calendar days after the date of issuance.

(d) In the event that an electronic deposit to a Settlement Payment Class Member is unable to be processed, the Settlement Administrator shall attempt to contact the Settlement Payment Class Member within twenty-eight (28) days thereafter to correct the problem.

(e) To the extent that a check issued to an Settlement Payment Class Member

is not cashed within one hundred and eighty (180) days after the date of issuance or an electronic deposit is unable to be processed within one hundred and eighty (180) days of the first attempt, such funds shall revert to the respective State-Specific Settlement Fund to be distributed *pro rata* to Settlement Payment Class Members with Approved Claims if practicable, or in a manner as otherwise directed by the Court upon application made by Class Counsel.

2.3. Prospective Relief.

(a) The Instant Checkmate, Intelius, Truthfinder, and U.S. Search products shall not display the name of any Settlement Payment Class Member or member of the Multistate Injunction Settlement Classes who has an address in Alabama, California, Illinois, Indiana, Nevada, Ohio, or South Dakota in the Defendants' directory, on any page on their website(s) that includes a subscription offer to Defendants' products or services. For the avoidance of doubt, this shall include that the name of the person whose report is being offered for sale shall no longer appear on the checkout page.

(b) Defendants shall implement the changes to Defendants' Websites required by subsection (a) within thirty (30) days after the entry of the Final Approval Order.

3. RELEASE

3.1. **The Release.** Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties, and each of them, shall be deemed to have released, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished and completely discharged the Released Parties from any and all Released Claims.

4. NOTICE TO THE SETTLEMENT PAYMENT CLASSES.

4.1. *Settlement Payment Class List.* Defendants shall provide the Settlement Administrator a file in JSON format containing all identifying information (including, but not limited to, names, email addresses, and mailing addresses) that Defendants have for each person in each Settlement Payment Class (the “Settlement Payment Class List”) as soon as practicable, but by no later than fourteen (14) days after the execution of this Agreement. The Settlement Administrator shall keep the Settlement Payment Class List and all personal information obtained therefrom, including the identity and email addresses of all persons strictly confidential. The Settlement Payment Class List may not be used by the Settlement Administrator for any purpose other than advising specific individual class members of their rights, mailing settlement payments, and otherwise effectuating the terms of the Settlement Agreement or the duties arising thereunder, including the provision of Notice.

4.2. The Notice shall consist of the following:

(a) *Direct Notice via Email and U.S. Mail.* No later than the Notice Date, the Settlement Administrator shall send Notice via email substantially in the form attached as Exhibit C (the Alabama Settlement Payment Class), Exhibit D (the California Settlement Payment Class), Exhibit E (the Illinois Settlement Payment Class), Exhibit F (the Indiana Settlement Payment Class), Exhibit G (the Nevada Settlement Payment Class), Exhibit H (the Ohio Settlement Payment Class), and Exhibit I (the South Dakota Settlement Payment Class), along with an electronic link to the Claim Form, to all persons in the respective Settlement Payment Classes for whom an email address is available in the Class List. In the event that the transmission of any email notice results in a “bounce-back” or the individual does not have an email address available in the Class

List, the Settlement Administrator shall research for U.S. Mail addresses and send Notice via First Class U.S. Mail to that person. Such U.S. Mail Notice shall be substantially in the form attached as Exhibit J (the Alabama Settlement Payment Class), Exhibit K (the California Settlement Payment Class), Exhibit L (the Illinois Settlement Payment Class), Exhibit M (the Indiana Settlement Payment Class), Exhibit N (the Nevada Settlement Payment Class), Exhibit O (the Ohio Settlement Payment Class), or Exhibit P (the South Dakota Settlement Payment Class) based on the Settlement Payment Class to which such person belongs.

(b) *Update Addresses.* Prior to mailing any Notice, the Settlement Administrator will update the U.S. Mail addresses of such persons on the Settlement Payment Class List using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator. The Settlement Administrator shall take all reasonable steps to obtain the correct address of any Settlement Payment Class Members for whom Notice is returned by the U.S. Postal Service as undeliverable and shall attempt re-mailings.

(c) *Reminder Notice.* Thirty (30) days prior to the Claims Deadline and seven (7) days prior to the Claims Deadline, the Settlement Administrator shall again send Notice via email along with an electronic link to the Claim Form, to all Settlement Payment Class Members for whom a valid email address is available in the Settlement Payment Class List and no “bounce-back” was received. The reminder emails shall be substantially in the form of Exhibits C–I, with minor, non-material modifications to indicate that it is a reminder email rather than an initial notice. If the number of Claim Forms submitted by Settlement Payment Class Members does not equal at least ten

percent (10%) of each respective class, then the Settlement Administrator shall send a final reminder notice two (2) days before the Claims Deadline substantially in the form of Exhibits C–I, with minor, non-material modifications to indicate that it is a final notice.

(d) *Settlement Website.* Within seven (7) days after Preliminary Approval, Notice shall be provided on a website at www.PeopleConnectRightofPublicity.com, which shall be administered and maintained by the Settlement Administrator and shall include the ability to file Claim Forms online. The Notice provided on the Settlement Website shall be substantially in the form of Exhibit B hereto.

(e) *CAFA Notice.* Pursuant to 28 U.S.C. § 1715, not later than ten (10) days after this Agreement is filed with the Court, Settlement Administrator shall cause to be served upon the Attorney General of the United States and all appropriate State officials notice of the proposed settlement as required by law. The Settlement Administrator will provide copies of such proposed CAFA Notice to counsel for Defendants for their review prior to sending. The Settlement Administrator shall certify compliance to the Parties, who then will file a certification with the Court demonstrating compliance with this provision.

4.3. The Notice shall also advise Settlement Payment Class Members of their rights under the Settlement, including the right to be excluded from, comment upon, and/or object to the Settlement Agreement or its terms. The Notice shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing, only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the person making an objection files notice of his or her intention to do so and at the same time: (a) files copies of such papers he or

she proposes to submit at the Final Approval Hearing with the Clerk of the Court, (b) files copies of such papers through the Court's CM/ECF system if the objection is from a Settlement Payment Class Member represented by counsel, and (c) sends copies of such papers via email, mail, hand, or overnight delivery service to both Class Counsel and Defendants' Counsel. The Parties agree that Notice to the Multistate Injunction Settlement Classes is not required per the Court's prior orders.

4.4. **Right to Object.** Any Settlement Payment Class Member or Multistate Injunction Class Member who intends to object to this Settlement Agreement must present the objection in writing, which must be personally signed by the objector, and must include: (a) the person's full name and current address; (b) a statement that he or she believes himself or herself to be a member of the Alabama Settlement Payment Class, the California Settlement Payment Class, the Illinois Settlement Payment Class, the Indiana Settlement Payment Class, the Nevada Settlement Payment Class, the Ohio Settlement Payment Class, the South Dakota Settlement Payment Class, or one of the Multistate Injunction Classes; (c) whether the objection applies only to the objector, to a specific subset of the objector's respective class, or to the entirety of the objector's class; (d) the specific grounds for the objection; (e) all documents or writings that the person desires the Court to consider; (f) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection; and (g) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance or seek *pro hac vice* admission). All written objections must be filed with the Court or postmarked, emailed, or delivered to the Settlement Administrator, Class Counsel and Defendants' Counsel no later than the Objection/Exclusion

Deadline. Any Settlement Payment Class Member or member of a Multistate Injunction Class who fails to timely file a written objection with the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this Section as detailed in the Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, shall be foreclosed from seeking any review of this Settlement Agreement or the Final Approval Order by appeal or other means, and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action or in any other action or proceeding.

4.5. **Right to Request Exclusion.** Any Settlement Payment Class Member may submit a request for exclusion from the Settlement on or before the Objection/Exclusion Deadline. To be valid, any request for exclusion must (a) be in writing; (b) identify the case name *Fischer v. Instant Checkmate LLC*, No. 19-cv-04892 (N.D. Ill.); (c) identify if the person seeking exclusion is a member of the Alabama Settlement Payment Class, the California Settlement Payment Class, the Illinois Settlement Payment Class, the Indiana Settlement Payment Class, the Nevada Settlement Payment Class, the Ohio Settlement Class, or the South Dakota Settlement Class; (d) state the full name and current address of the person seeking exclusion; (e) be signed by the person(s) seeking exclusion; and (f) be postmarked or received by the Settlement Administrator on or before the Objection/Exclusion Deadline. The Settlement Administrator shall create a dedicated email address to receive exclusion requests electronically. Each request for exclusion must also contain a statement to the effect that “I hereby request to be excluded from the settlement in *Fischer v. Instant Checkmate LLC*, No. 19-cv-04892 (N.D. Ill.).” A request for exclusion that does not include all of the foregoing information, that is sent to an

address or email address other than that designated in the Notice, or that is not postmarked or electronically delivered to the Settlement Administrator within the time specified, shall be invalid and the persons serving such a request shall be deemed to remain a Settlement Payment Class Member and shall be bound by this Settlement Agreement, if approved. Any person who elects to request exclusion from a Settlement Payment Class shall not (a) be bound by any orders or the Final Approval Order, (b) receive a settlement payment under this Agreement, (c) gain any rights by virtue of this Agreement, or (d) be entitled to object to any aspect of this Settlement Agreement or the Final Approval Order or Alternative Approval Order. No person may request to be excluded from a Settlement Payment Class through “mass” or “class” opt-outs, meaning, *inter alia*, that each individual who seeks to opt out must send an individual, separate request to the Settlement Administrator that complies with all requirements of this paragraph.

5. SETTLEMENT ADMINISTRATION.

5.1. The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Settlement Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendants’ Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defendants’ Counsel with information concerning Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties, in conjunction with the Settlement Administrator, shall submit a timely report to the

Court summarizing the work performed by the Settlement Administrator, including a report of all amounts from the State-Specific Settlement Funds paid on account of Approved Claims. Without limiting the foregoing, the Settlement Administrator shall:

(a) receive exclusion forms and other requests from Settlement Payment Class Members and promptly provide a copy of such requests to Class Counsel and Defendants' Counsel upon receipt. If the Settlement Administrator receives any exclusion forms or other requests from the Settlement Payment Class after the Objection/Exclusion Deadline, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendants' Counsel;

(b) provide weekly reports to Class Counsel and Defendants' Counsel, including, without limitation, reports regarding the number of Claim Forms received, the current number approved by the Settlement Administrator at that time from each of the Settlement Payment Classes, and the number of opt-outs received;

(c) make available for inspection by Class Counsel or Defendants' Counsel the Claim Forms, any documentation submitted in support thereof, and any correspondence received by the Settlement Administrator at any time upon reasonable notice;

(d) pay all Approved Claims according to the terms of this Settlement Agreement;

(e) make all tax filings related to the Escrow Accounts, including requesting Form W-9's from Settlement Payment Class Members and performing back-up withholding as necessary, and making any required "information returns" as that term is used in 26 U.S.C. § 1, *et seq.* Neither Class Counsel nor Defendants make any

representations regarding the tax treatment of the Escrow Account, State-Specific Settlement Funds or any portion thereof; and

(f) respond to questions about the Settlement from Settlement Payment Class Members or the Multistate Injunction Settlement Class Members.

5.2. The Settlement Administrator shall employ reasonable procedures to screen claims for abuse or fraud. The Settlement Administrator, after consultation with Class Counsel, shall reject Claim Forms where there is evidence of abuse or fraud.

5.3. The Settlement Administrator shall reject any Claim Form that does not contain all requested information. The Settlement Administrator shall provide the individual with an opportunity to cure any deficient Claim Form within twenty-one (21) days after notice to such individual. If the individual fails to cure within the required time, the claim shall be rejected.

5.4. In the exercise of their duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Payment Class Member.

6. TERMINATION OF SETTLEMENT.

6.1. Subject to Paragraph 9 below, the Class Representatives (on behalf of the Settlement Payment Classes and the Multistate Injunction Settlement Classes) or Defendants shall have the right to terminate this Settlement Agreement by providing written notice of the election to do so to all other Parties hereto within fourteen (14) days of any of the following events: (i) the Court's refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court's refusal to grant final approval of this Agreement in any material respect; (iii) the Court's refusal to enter the Final Approval Order in any material respect; (iv) the date upon which the Final Approval Order is modified or reversed in any material respect by the

Court of Appeals or the Supreme Court; or (v) the date upon which an Alternative Approval Order, as defined in Paragraph 9.1(d) of this Agreement, is modified or reversed in any material respect by the Court of Appeals or the Supreme Court.

6.2. Defendants may terminate this Agreement if more than five percent (5%) of the members of any Settlement Payment Class submit timely and valid requests for exclusion from the Settlement, provided that Defendants give written notice of the election to do so to Class Counsel within ten (10) days after the Objection/Exclusion Deadline.

7. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER.

7.1. **Preliminary Approval.** Promptly after the execution of this Settlement Agreement, Class Counsel shall submit this Agreement together with its Exhibits to the Court and shall move the Court for entry of Preliminary Approval of the settlement set forth in this Agreement, which shall include, among other provisions, a request that the Court:

- (a) appoint Class Counsel and the Class Representatives;
- (b) certify the Settlement Payment Classes and Multistate Injunction Settlement Classes for settlement purposes only and/or find that the Settlement Payment Classes and Multistate Injunction Settlement Classes are likely to be certified for purposes of entering the Final Approval Order under Federal Rule of Civil Procedure 23;
- (c) preliminarily approve this Agreement for purposes of disseminating Notice to the Settlement Payment Class Members;
- (d) approve the form and contents of the Notice, the Claim Form, as well as the method of dissemination;
- (e) schedule a Final Approval Hearing after the expiration of the CAFA notice period to review any comments and/or objections regarding this Agreement, to

consider its fairness, reasonableness and adequacy; to consider the application for an award of attorneys' fees, incentive awards to the Class Representatives, and reimbursement of expenses; to consider whether the Court shall issue a Final Approval Order approving this Agreement, confirming the certification of the Settlement Payment Classes and Multistate Injunction Settlement Classes, and dismissing the Action with prejudice.

7.2. **Final Approval.** After Notice is given, Class Counsel shall move the Court for a Final Approval Order, which shall include, among other provisions, a request that the Court:

- (a) find that it has personal jurisdiction over all Settlement Payment Class Members and the Multistate Injunction Settlement Class members and subject matter jurisdiction to approve this Settlement Agreement, including all attached Exhibits;
- (b) approve the Settlement Agreement as fair, reasonable and adequate as to, and in the best interests of, the Settlement Payment Class Members and Multistate Injunction Settlement Class members;
- (c) direct the Parties and their counsel to implement and consummate the Settlement Agreement according to its terms and conditions;
- (d) find that the Notice implemented pursuant to the Settlement Agreement:
 - (i) constitutes the best practicable notice under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise Settlement Payment Class Members of the pendency of the Settlement and their rights to object to or in the case of Settlement Payment Class Members to exclude themselves from this Settlement Agreement and to appear at the Final Approval Hearing; (iii) is reasonable and constitutes due, adequate and sufficient notice to all persons entitled to receive notice;

and (iv) meets all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court;

(e) finally certify or confirm certification of the Settlement Payment Class Members and members of the Multistate Injunction Settlement Class under Federal Rule of Civil Procedure 23, finding that the Class Representatives and Class Counsel adequately represented the Settlement Payment Class and Multistate Injunction Settlement Class for purposes of entering into and implementing the Agreement;

(f) dismiss this case and direct the dismissal of the Additional Litigation on the merits and with prejudice, without fees or costs to any party except as provided in this Settlement Agreement;

(g) incorporate the Release set forth above in Paragraph 3.1, make the Release effective as of the date of the Final Approval Order, and forever discharge the Released Parties as set forth herein;

(h) authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all Exhibits to this Agreement) that shall be consistent in all material respects with the Final Approval Order; and

(i) without affecting the finality of the Final Approval Order, stating that the Parties will submit to the jurisdiction of the Court as to all matters relating to administration, consummation, enforcement and interpretation of the Settlement Agreement and the Final Approval Order, and for any other necessary purpose, to the extent a subsequent action is necessary to effectuate such purpose.

7.3 Cooperation. The Parties shall, in good faith, cooperate, assist, and undertake all

reasonable actions and steps in order to accomplish these required events on the schedule set by the Court, subject to the terms of this Settlement Agreement.

8. CLASS COUNSEL'S ATTORNEYS' FEES, REIMBURSEMENT OF EXPENSES AND INCENTIVE AWARD.

8.1. Defendants agree that Class Counsel is entitled to reasonable attorneys' fees and unreimbursed expenses incurred as the Fee Award from the State-Specific Settlement Funds. The amount of the Fee Award shall be determined by the Court based on a petition from Class Counsel. Class Counsel has agreed, with no consideration from Defendants, to limit their request for attorneys' fees and unreimbursed costs to a thirty-five percent (35%) of each State-Specific Settlement Funds, after proportional Settlement Administration Expenses and incentive awards are deducted from each. Defendants may challenge the amounts requested. Should the Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded pursuant to this Section shall remain in the State-Specific Settlement Funds and be distributed to class members as settlement payments.

8.2. The Fee Award shall be payable within seven (7) days after the Effective Date and Class Counsel providing all payment and routing information and tax I.D. numbers for Class Counsel. Payment of the Fee Award shall be made by the Settlement Administrator via wire transfer to accounts designated by Class Counsel after providing necessary information for electronic transfer.

8.3. In addition to any payment to which they may be entitled under this Agreement, and in recognition of the time and effort they expended on behalf of the Settlement Payment Classes and the Multistate Injunction Settlement Class, the Parties agree that, subject to the Court's approval, the Class Representatives shall each be entitled to an incentive award as follows: \$5,000 to the Alabama Settlement Payment Class Representative from the Alabama

Settlement Fund; \$750 to the California Injunction Class Representatives Cotta and Ramirez, and \$750 to the California Settlement Payment Class Representative Webb from the California Settlement Fund; \$10,000 to the Illinois Injunction Settlement Class Representatives Fischer and Lukis, \$1,000 to the Illinois Injunction Settlement Class Representative Fissinger-Figueroa, and \$1,000 to Illinois Settlement Payment Class Representative Carvalho from the Illinois Settlement Fund; \$1,000 to the Indiana Settlement Payment Class Representative from the Indiana Settlement Fund; \$750 to the Nevada Settlement Payment Class Representative from the Nevada Settlement Fund; \$2,500 to the Ohio Injunction Settlement Class Representative Backowski and \$2,500 to the Ohio Settlement Payment Class Representative from the Ohio Settlement Fund; and \$1,000 to the South Dakota Settlement Payment Class Representative from the South Dakota Settlement Fund. Class Representatives shall be paid the incentive award, as determined by the Court, from the respective State-Specific Settlement Fund within seven (7) days after the Effective Date. Payment of the incentive awards shall be made via check made out to each Class Representative, sent in care of Class Counsel.

9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION.

9.1. The Effective Date of this Settlement Agreement shall not occur unless and until each and every one of the following events occurs:

- (a) this Agreement has been signed by the Parties and Class Counsel;
- (b) the Court has entered an order granting Preliminary Approval of the Agreement;
- (c) the Court has entered a Final Approval Order finally approving the Agreement, or a judgment substantially consistent with this Settlement Agreement that has become final and unappealable, following Notice and a Final Approval Hearing, as

provided in the Federal Rules of Civil Procedure; and

(d) in the event that the Court enters an approval order and final judgment in a form other than that provided above (“Alternative Approval Order”) to which the Parties have consented, that Alternative Approval Order has become final and unappealable.

9.2. If some or all of the conditions specified in Paragraph 9.1 are not met, or in the event that this Settlement Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated subject to Paragraph 9.3, unless Class Counsel and Defendants’ Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all other Parties. Notwithstanding anything herein, the Parties agree that the Court’s decision as to the amount of the Fee Award to Class Counsel set forth above or the incentive award to the Class Representatives, regardless of the amounts awarded, shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination of the Agreement.

9.3. If this Agreement is terminated or fails to become effective for the reasons set forth in Paragraphs 6.1, 6.2, 9.1, 9.2, or 9.4, the Parties shall be restored to their respective positions in the Action and the Additional Litigation as of the date of the signing of this Agreement. In such event, any Final Approval Order or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action and the Additional Litigation as if this Agreement had never been entered into.

9.4. In the event the Settlement is terminated or fails to become effective for any

reason, the Settlement Fund, together with any earnings thereon at the same rate as earned, less any taxes paid or due, less Settlement Administrative Expenses actually incurred and paid or payable from the State-Specific Settlement Funds, shall be returned to Defendants within thirty (30) calendar days after written notification of such event in accordance with instructions provided by Defendants' Counsel to the Settlement Administrator. The Parties have conferred with the Settlement Administrator and anticipate that Settlement Administration Expenses will not exceed \$250,000 prior to the Court's entry of the Final Approval Order; to the extent additional Settlement Administration Expenses are necessary to effectuate Notice prior to the Final Approval Order, the Parties shall confer in an attempt to reach agreement on the scope and extent of such overages, and in the event they cannot reach agreement may seek Court approval of such overages. In the event that the Court orders additional Notice to the Multistate Injunctive Classes, the Parties shall confer in an attempt to reach agreement on paying the costs of such Notice, and, in the event the Parties cannot agree, may terminate this Agreement with written notice to the other Parties.

10. MISCELLANEOUS PROVISIONS

10.1. The Parties: (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Settlement Agreement. Class Counsel and Defendants' Counsel agree to cooperate with one another in seeking entry of the Preliminary Approval order and the Final Approval Order, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement Agreement.

10.2. Each signatory to this Agreement represents and warrants (a) that he, she, or it has all requisite power and authority to execute, deliver and perform this Settlement Agreement and to consummate the transactions contemplated herein, (b) that the execution, delivery and performance of this Settlement Agreement and the consummation by it of the actions contemplated herein have been duly authorized by all necessary corporate action on the part of each signatory, and (c) that this Settlement Agreement has been duly and validly executed and delivered by each signatory and constitutes its legal, valid and binding obligation.

10.3. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs and the Releasing Parties, and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Action were brought by Plaintiffs or defended by Defendants, or each or any of them, in bad faith or without a reasonable basis.

10.4. The Parties have relied upon the advice and representation of their respective counsel, selected by them, concerning the claims hereby released. The Parties have read and understand fully this Settlement Agreement and have been fully advised as to the legal effect hereof by counsel of their own selection and intend to be legally bound by the same.

10.5. Whether the Effective Date occurs or this Settlement is terminated, neither this Settlement Agreement nor the Settlement contained herein, nor any court order, communication, act performed or document executed pursuant to or in furtherance of this Settlement Agreement or the Settlement:

- a. is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them as an admission, concession or evidence of, the

validity of any Released Claims, the appropriateness of class certification, the truth of any fact alleged by Plaintiffs, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the reasonableness of the State-Specific Settlement Funds, settlement payment amounts, or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

b. is, may be deemed, or shall be used, offered or received against Defendants as, an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

c. is, may be deemed, or shall be used, offered or received against Plaintiff or the Settlement Payment Classes or Multistate Injunction Settlement Classes, or each or any of them as an admission, concession or evidence of, the infirmity or strength of any claims asserted in the Action, the truth or falsity of any fact alleged by Defendants, or the availability or lack of availability of meritorious defenses to the claims raised in the Action;

d. is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the Settlement, this Settlement Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Settlement Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the

provisions of this Settlement Agreement. Moreover, if this Settlement Agreement is approved by the Court, any of the Released Parties may file this Settlement Agreement and/or the Final Approval Order in any action that may be brought against such parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion, or similar defense or counterclaim;

e. is, may be deemed, or shall be construed against Plaintiffs and the Settlement Payment Classes or Multistate Injunction Settlement Classes, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

f. is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiffs and the Settlement Payment Classes or Illinois Injunction Settlement Class, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiffs' claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

10.6. The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

10.7. The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

10.8. All of the Exhibits to this Settlement Agreement are material and integral parts

hereof and are fully incorporated herein by reference.

10.9. This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

10.10. Except as otherwise provided herein, each Party shall bear its own attorneys' fees and costs incurred in any way related to the Action and related cases.

10.11. Plaintiffs represent and warrant that they have not assigned any claim or right or interest relating to any of the Released Claims against the Released Parties to any other person or party and that they are fully entitled to release the same.

10.12. Each counsel or other person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms.

10.13. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Signature by digital, facsimile, or in PDF format will constitute sufficient execution of this Agreement. A complete set of original executed counterparts shall be filed with the Court if the Court so

requests.

10.14. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement.

10.15. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without reference to the conflict of laws provisions thereof.

10.16. This Settlement Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties. Whereas all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one party than another.

10.17. Where this Settlement Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel:

If to Plaintiffs' Counsel:

Eli Wade-Scott
ewadescott@edelson.com
Edelson P.C.
350 North LaSalle Street, 14th Floor
Chicago, Illinois 60654

If to Defendants' Counsel:

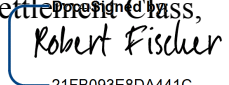
Debbie L. Berman,
dberman@jenner.com
Jenner & Block LLP
353 N. Clark Street
Chicago, IL 60654-3456
Telephone: 312 222-9350
Facsimile: 312 527-0484

[SIGNATURES APPEAR ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed, by their duly authorized attorneys.


Dated: 8/17/2023 _____

ROBERT FISCHER, individually and on behalf of the Illinois Injunction Settlement Class,

By: _____

21FB093E8DA441C...

Dated: 8/17/2023 _____

STEPHANIE LUKIS, individually and on behalf of the Illinois Injunction Settlement Class,

By: _____

B78546838EE646F...

Dated: _____

ALESSANDRA FISSINGER-FIGUEROA, individually and on behalf of the Illinois Injunction Settlement Class,

By: _____

Dated: _____

ERIC Carvalho, individually and on behalf of the Illinois Injunction Settlement Class and Illinois Settlement Payment Class,

By: _____

Dated: _____

JOSE CAMACHO, individually and on behalf of the Alabama Injunction Settlement Class and Alabama Settlement Payment Class,

By: _____

Dated: _____

RHONDA COTTA, individually and on behalf of the California Injunction Settlement Class,

By: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed, by their duly authorized attorneys.

ROBERT FISCHER, individually and on behalf of the Illinois Injunction Settlement Class,

Dated: _____

By: _____


STEPHANIE LUKIS, individually and on behalf of the Illinois Injunction Settlement Class,

Dated: _____

By: _____

ALESSANDRA FISSINGER-FIGUEROA, individually and on behalf of the Illinois Injunction Settlement Class,

Dated: 8/21/2023

By:  _____

ERIC CARVALHO, individually and on behalf of the Illinois Injunction Settlement Class and Illinois Settlement Payment Class,

Dated: _____

By: _____

JOSE CAMACHO, individually and on behalf of the Alabama Injunction Settlement Class and Alabama Settlement Payment Class,

Dated: _____

By: _____

RHONDA COTTA, individually and on behalf of the California Injunction Settlement Class,

Dated: _____

By: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed, by their duly authorized attorneys.

ROBERT FISCHER, individually and on behalf of the Illinois Injunction Settlement Class,

Dated: _____

By: _____

STEPHANIE LUKIS, individually and on behalf of the Illinois Injunction Settlement Class,

Dated: _____

By: _____

ALESSANDRA FISSINGER-FIGUEROA, individually and on behalf of the Illinois Injunction Settlement Class,

Dated: _____

By: _____

ERIC CARVALHO, individually and on behalf of the Illinois Injunction Settlement Class and Illinois Settlement Payment Class,

Dated: Aug 18, 2023

By:  Eric Carvalho (Aug 18, 2023 10:29 CDT)

JOSE CAMACHO, individually and on behalf of the Alabama Injunction Settlement Class and Alabama Settlement Payment Class,

Dated: Aug 18, 2023

By:  Jose Camacho (Aug 18, 2023 11:23 CDT)

RHONDA COTTA, individually and on behalf of the California Injunction Settlement Class,

Dated: _____

By: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed, by their duly authorized attorneys.

ROBERT FISCHER, individually and on behalf of the Illinois Injunction Settlement Class,

Dated: _____

By: _____

STEPHANIE LUKIS, individually and on behalf of the Illinois Injunction Settlement Class,

Dated: _____

By: _____

ALESSANDRA FISSINGER-FIGUEROA, individually and on behalf of the Illinois Injunction Settlement Class,

Dated: _____

By: _____

ERIC CARVALHO, individually and on behalf of the Illinois Injunction Settlement Class and Illinois Settlement Payment Class,

Dated: _____

By: _____

JOSE CAMACHO, individually and on behalf of the Alabama Injunction Settlement Class and Alabama Settlement Payment Class,

Dated: _____

By: _____


RHONDA COTTA, individually and on behalf of the California Injunction Settlement Class,

Dated: Aug 16, 2023

By: 
Rhonda Cotta (Aug 16, 2023 14:32 PDT)

ROGELIO RAMIREZ, individually and on behalf of
the California Injunction Settlement Class,

Dated: 8/21/2023

By: 

JAKE WEBB, individually and on behalf of the
California Injunction Settlement Class and California
Settlement Payment Class,

Dated: _____

By: _____

JAMES ANDERSON, individually and on behalf of
the Indiana Injunction Settlement Class and Indiana
Settlement Payment Class,

Dated: _____

By: _____

NICHOLAS FIORITTO, individually and on behalf
of the Nevada Injunction Settlement Class and Nevada
Settlement Payment Class,

Dated: _____

By: _____

THERESE BACKOWSKI, individually and on behalf
of the Ohio Injunction Settlement Class,

Dated: _____

By: _____

JUSTIN ROGALSKY, individually and on behalf of
the Ohio Injunction Settlement Class and Ohio
Settlement Payment Class,

Dated: _____

By: _____

ROGELIO RAMIREZ, individually and on behalf of
the California Injunction Settlement Class,

Dated: _____

By: _____

JAKE WEBB, individually and on behalf of the
California Injunction Settlement Class and California
Settlement Payment Class,

Dated: Aug 21, 2023

By: 
Jake Webb (Aug 21, 2023 16:20 PDT)

JAMES ANDERSON, individually and on behalf of
the Indiana Injunction Settlement Class and Indiana
Settlement Payment Class,

Dated: Aug 18, 2023

By: 
James Anderson (Aug 18, 2023 11:10 EDT)

NICHOLAS FIORITTO, individually and on behalf
of the Nevada Injunction Settlement Class and Nevada
Settlement Payment Class,

Dated: Aug 20, 2023

By: 
Nicholas Fioritto (Aug 20, 2023 11:06 PDT)

THERESE BACKOWSKI, individually and on behalf
of the Ohio Injunction Settlement Class,

Dated: _____

By: _____

JUSTIN ROGALSKY, individually and on behalf of
the Ohio Injunction Settlement Class and Ohio
Settlement Payment Class,

Dated: Aug 20, 2023

By: 
Justin Rogalsky (Aug 20, 2023 00:13 EDT)

ROGELIO RAMIREZ, individually and on behalf of
the California Injunction Settlement Class,

Dated: _____

By: _____

JACOB WEBB, individually and on behalf of the
California Injunction Settlement Class and California
Settlement Payment Class,

Dated: _____

By: _____

JAMES ANDERSON, individually and on behalf of
the Indiana Injunction Settlement Class and Indiana
Settlement Payment Class,

Dated: _____

By: _____

NICHOLAS FIORITTO, individually and on behalf
of the Nevada Injunction Settlement Class and Nevada
Settlement Payment Class,

Dated: _____

By: _____

THERESE BACKOWSKI, individually and on behalf
of the Ohio Injunction Settlement Class,

Dated: Aug 16, 2023

By: *Therese Backowski*
Therese Backowski (Aug 16, 2023 22:55 EDT)

JUSTIN ROGALSKY, individually and on behalf of
the Ohio Injunction Settlement Class and Ohio
Settlement Payment Class,

Dated: _____

By: _____

NATEEMA LEWIS, individually and on behalf of the
South Dakota Injunction Settlement Class and South
Dakota Settlement Payment Class,

Dated: Aug 18, 2023

By: 
Nateema Lewis (Aug 18, 2023 11:22 CDT)

BEAUMONT COSTALES LLC
Attorneys for Plaintiffs

Dated: _____

By: _____

BURSOR & FISHER, P.A.
Attorneys for Plaintiffs

Dated: _____

By: _____

EDELSON PC
Attorneys for Plaintiffs

Dated: _____

By: _____

EAST END TRIAL GROUP
Attorneys for Plaintiffs

Dated: 8/18/23

By: 
Kevin W. Tucker

INSTANT CHECKMATE LLC

Dated: 8/14/23

By: 

Its: Chief Legal Officer

INTELIUS LLC

Dated: 8/14/23

By: 

Its: Chief Legal Officer

NATEEMA LEWIS, individually and on behalf of the
South Dakota Injunction Settlement Class and South
Dakota Settlement Payment Class,

Dated: _____

By: _____

BEAUMONT COSTALES LLC

Attorneys for Plaintiffs

8/17/2023

Dated: _____

By: _____

Roberto Costales

B19505885BAC46E...

BURSOR & FISHER, P.A.

Attorneys for Plaintiffs

Dated: _____

By: _____

EDELSON PC

Attorneys for Plaintiffs

Dated: _____

By: _____

EAST END TRIAL GROUP

Attorneys for Plaintiffs

Dated: _____

By: _____

INSTANT CHECKMATE LLC

Dated: 8/14/23

By: *Matthew J. [Signature]*

Its: Chief Legal Officer

INTELIUS LLC

Dated: 8/14/23

By: *Matthew J. [Signature]*

Its: Chief Legal Officer

NATEEMA LEWIS, individually and on behalf of the
South Dakota Injunction Settlement Class and South
Dakota Settlement Payment Class,

Dated: _____

By: _____

BEAUMONT COSTALES LLC
Attorneys for Plaintiffs

Dated: _____

By: _____

BURSOR & FISHER, P.A.
Attorneys for Plaintiffs

Dated: Aug 17, 2023

By: 

EDELSON PC
Attorneys for Plaintiffs

Dated: 8/22/23

By: J. Eli Wade-Scott

EAST END TRIAL GROUP
Attorneys for Plaintiffs

Dated: _____

By: _____

INSTANT CHECKMATE LLC

Dated: 8/14/23

By: 

Its: Chief Legal Officer

INTELIUS LLC

Dated: 8/14/23

By: 

Its: Chief Legal Officer

TRUTHFINDER LLC

Dated: 8/14/23

By: 

Its: Chief Legal Officer

**THE CONTROL GROUP MEDIA COMPANY,
LLC**

Dated: 8/14/23

By: 

Its: Chief Legal Officer

PEOPLECONNECT, INC.

Dated: 8/14/23

By: 

Its: Chief Legal Officer

JENNER & BLOCK LLP

Attorneys for Defendants

Dated: 8/16/23

By: Wade A. Thomson /hs

Exhibit A

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS*Fischer, et al. v. Instant Checkmate, LLC*, No. 1:19-cv-04892 (N.D. Ill.)**ONLINE CLAIM FORM**

Instructions: You may be eligible for a payment as part of the Settlement for this case. Fill out each section of this form and sign where indicated. Please select whether you prefer to receive payment through Venmo, Zelle, or a check. If you opt for payment via check and your Claim Form is approved, you will receive a check in the mail at the address you provide below. THIS CLAIM FORM MUST BE SUBMITTED BY **[CLAIMS DEADLINE]** AND MUST BE FULLY COMPLETED, BE SIGNED, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.

The Settlement Administrator will review your Claim Form. If accepted, you will receive payment for an equal, or *pro rata*, share depending on the number of valid Claim Forms received. This process takes time; please be patient.

<u>First Name</u>		<u>Last Name</u>	
<u>Street Address</u>			
<u>City</u>	<u>State</u>	<u>ZIP Code</u>	
<u>Email Address</u>			
<u>Contact Phone #:</u> (You may be contacted if further information is required)			

Select Payment Method. Select the box of how you would like to receive your payment and provide the requested information:

- Check
- Venmo®
- Zelle®

[Based on the selection, the claimant will be prompted to provide the information the Settlement Administrator requires to complete the payment]

E- Signature: _____

Date: ____/____/____

Exhibit B

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS

**IF YOU LIVE IN ALABAMA, CALIFORNIA, ILLINOIS, INDIANA, NEVADA, OHIO
OR SOUTH DAKOTA AND SOMEONE SEARCHED YOUR NAME AND PURCHASED
A REPORT ON INSTANTCHECKMATE.COM, INTELIOUS.COM,
TRUTHFINDER.COM, OR USSEARCH.COM
YOU CAN CLAIM A PAYMENT FROM A CLASS ACTION SETTLEMENT.**

Don't worry, you are not being sued. This is an official court notice, not an ad for a lawyer.

- A Settlement has been reached in a class action lawsuit between people from certain U.S. States and Instant Checkmate LLC, Truthfinder LLC, Intelius LLC, PeopleConnect, Inc., and The Control Group Media Company, LLC (“Defendants”). The Defendants operate websites that provide directory services offering information about people. The lawsuit claims that Defendants violated these states’ right of publicity laws when they used individuals’ names, ages, contact information, former residence locations, lists of possible relatives, likenesses, photographs, images, or other identifying information to advertise or promote subscriptions to Defendants’ people-search websites. Defendants deny that they violated any law. The Court has not decided who is right or wrong.
- If you received a notice of the Settlement in the mail or by e-mail, our records indicate that you are included in the Settlement, and you may submit a claim form online or by mail to receive a payment through Venmo, Zelle, or a check. Those included in the Settlement (i) have an Alabama, California, Illinois, Indiana, Nevada, Ohio, or South Dakota address, (ii) were searched for on InstantCheckmate.com, Intelius.com, Truthfinder.com, or USSearch.com, and (iii) had a report on them purchased.
- If the Court approves the Settlement, those included who submit valid claims will receive an equal share of a settlement fund that Defendants will provide for each state, after all notice and administration costs, incentive award, and attorneys’ fees have been paid. Individual payments are expected to be as follows for each state: Alabama, \$577 to \$960; California, \$82 to \$137; Illinois, \$635 to \$1,058; Indiana, \$111 to \$185; Nevada, \$82 to \$137; Ohio, \$286 to \$477; and South Dakota, \$107 to \$178. These payments could be more or less than these amounts depending on the number of valid claims submitted. Those eligible to submit claims and all residents in these states in Defendants’ database will also receive prospective relief: their names will not be displayed on pages of Defendants’ websites that include a subscription offer to Defendants’ products or services.
- Please read this notice carefully. Your legal rights are affected whether you act, or don’t act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way to receive a payment. You must submit a complete and valid claim form either online or by mail by [Claims Deadline] .
DO NOTHING	You will receive no payment under the Settlement and give up your rights to sue Defendants and certain related companies and individuals about the issues in this case.
EXCLUDE YOURSELF	If you don't want to be a part of the Settlement, you must submit a request to be excluded by _____, 2023 . You will receive no payment, but you will retain any rights you currently have to sue Defendants and certain related companies and individuals about the issues in this case.
OBJECT	Write to the Court explaining why you don't like the Settlement by _____, 2023 .
ATTEND A HEARING	Ask to speak in Court about the fairness of the Settlement.

These rights and options—**and the deadlines to exercise them**—are explained in this notice.

The Court in charge of this case must still decide whether to approve the Settlement. Payments will be provided only after any issues with the Settlement are resolved. Please be patient.

BASIC INFORMATION

1. What is this notice and why should I read it?

This notice explains the lawsuit, the Settlement, your rights, what payments are available, and how to get them.

Judge Manish S. Shah of the United States District Court for the Northern District of Illinois is overseeing this class action. The case is called *Fischer, et al. v. Instant Checkmate LLC, et al.*, No. 19-cv-04892 (N.D. Ill.).

2. What is a class action and who is involved?

In a class action lawsuit, one or more people called “class representatives” bring a single lawsuit on behalf of other people who have similar claims. All of these people together are a “class” or “class members.” Once a class is certified, a class action settlement finally approved by the Court

resolves the issues for all settlement class members, except for those who exclude themselves from the settlement classes.

In this case, the Court appointed the people who filed the lawsuit, Robert Fischer, Stephanie Lukis, Alessandra Fissinger-Figueroa, Eric Carvalho, Jose Camacho, Rhonda Cotta, Rogelio Ramirez, Jake Webb, James Anderson, Therese Backowski, Justin Rogalsky, Nateema Lewis, and Nicholas Fioritto as class representatives. The companies they sued, Instant Checkmate LLC, Truthfinder LLC, Intelius LLC, PeopleConnect, Inc., and The Control Group Media Company, LLC, are the Defendants.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about?

Defendants run websites that provide reports, including offering various information about people. It's free to search any person's first and last name, which results in a free preview of the information potentially related to the person searched. Reports about individuals—which may include those individuals' names, ages, contact information, locations, lists of possible relatives, or other identifying information—can be purchased via a subscription to the website. Certain state laws prohibit using a person's name or other identifying information to advertise, promote, or in connection with an offer for sale any of its products or services without prior written consent. These lawsuits allege that Defendants violated these laws by allegedly displaying individual's identifying information on their websites' preview pages in response to a search on the websites and, once those individuals' names were clicked on, offering to sell the searcher a subscription to that website. These state laws permit damages for each violation of their right of publicity law. Defendants deny that they violated any law.

More information about Plaintiffs' complaint in the lawsuit and the Defendants' defenses can be found in the "Court Documents" section of the Settlement Website at [www.\(tobedetermined\).com](http://www.(tobedetermined).com).

4. Who is included in the Settlement Payment Classes?

You are a member of the Settlement Payment Classes if (i) you have an Alabama, California, Illinois, Indiana, Nevada, Ohio, or South Dakota address, (ii) you were searched for on InstantCheckmate.com, Intelius.com, Truthfinder.com, or USSearch.com, and (iii) the person who searched for you purchased a report in connection with that search. If you received a notice of the Settlement via email or in the mail, our records indicate that you are a Settlement Payment Class Member and are included in the Settlement. You may call or email the Settlement Administrator at [phone number] or [email address] to ask whether you are a Settlement Payment Class Member.

5. What are the differences between the Multistate Injunction Settlement Classes and the Settlement Payment Classes?

The Multistate Injunction Settlement Classes include Alabama, California, Illinois, Indiana, Nevada, Ohio, or South Dakota residents whose name, age, location, and relatives were listed in Defendants' directory, not just those individuals who were searched on the website. The Settlement Payment Classes are a subset of individuals listed in Defendants' directory: those individuals who were searched for on the directory and for whom a report was purchased.

Individuals who are only members of the Multistate Injunction Settlement Classes—those who were in Defendants’ directory but were not searched for and did not have a report on them purchased—will receive Prospective Relief (described below in Question 6), but they will not be eligible to receive a cash payment under the Settlement. Settlement Payment Settlement Class Members will be eligible to receive both Prospective Relief and a cash payment.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Cash Payments. If you’re eligible, you can file a claim to receive a cash payment. The amount of the payment will depend on a variety of factors, including which state’s class you are in (because each state’s laws allow for different amounts of damages to be awarded for violation of their right of publicity laws) and how many claims are filed. The settlement creates seven State-Specific Settlement Funds: Alabama, \$877,500; California, \$1,003,556; Illinois, \$6,245,148; Indiana, \$106,695; Nevada, \$119,205; Ohio, \$1,727,888; and South Dakota, \$22,905.

Individual payments are expected to be as follows for each state: Alabama, \$577 to \$960; California, \$82 to \$137; Illinois, \$635 to \$1,058; Indiana, \$111 to \$185; Nevada, \$82 to \$137; Ohio, \$286 to \$477; and South Dakota, \$107 to \$178. These settlement payments will be an equal share of each State-Specific Settlement Fund after the payment of settlement expenses, attorneys’ fees, and any incentive award for the Class Representatives, as approved by the Court.

Prospective Relief. Under the Settlement, Defendants agree not to display the name of any person included in the Settlement who has an address, according to Defendants’ database, in Alabama, California, Illinois, Indiana, Nevada, Ohio, or South Dakota on any page of the Instant Checkmate, Intelius, Truthfinder, and U.S. Search products that includes a subscription offer. Defendants will implement this change within thirty (30) days of the entry of a Final Approval Order.

HOW TO GET SETTLEMENT BENEFITS

7. How do I get a payment?

If you are eligible and you want to get a payment, you must complete and submit a valid Claim Form by [\[Claims Deadline\]](#). If you received an email notice, it contained a link to the online Claim Form, which is also available on this website here [\[Claim Form Link\]](#) and can be filled out and submitted online. The online claim form lets you select to receive your payment by Venmo, Zelle, or check. A paper Claim Form with pre-paid postage was attached to the postcard notice you may have received in the mail. Those who submit a paper Claim Form will receive a check by mail, if the claim is approved. These individuals will no longer be able to bring their own lawsuit against Defendants for any of the issues or claims in the case. Visit www.ToBeDetermined.com to view a copy of the Settlement Agreement including language regarding the release.

The Claim Form requires you to provide the following information: (i) full name, (ii) current U.S. Mail address, and (iii) current contact telephone number.

Depending on the number of valid claims submitted, certain Settlement Payment Class members may need to complete an IRS Form W-9 to satisfy tax reporting obligations. Alabama, Illinois, and Ohio Settlement Payment Class Members may complete the Form W-9 now at [\[link to W-9\]](#); doing

so now will ensure that Alabama, Illinois, and Ohio Settlement Payment Class Members receive full payment as soon as possible.

8. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for [**Final Approval Hearing Date**]. If the Court approves the Settlement, Settlement Payment Class Members whose claims were approved by the Settlement Administrator and, if necessary, who have completed a W-9 Form on the Settlement Website, will be issued a check or electronic payment (as chosen by the Class Member) within 28 days after the Settlement's Effective Date. Even if the Court approves the Settlement, there may be appeals. It is always uncertain whether and when appeals can be resolved and resolving them can take more than a year. Please be patient.

Uncashed checks and electronic payments that are unable to be completed will expire and become void 180 days after they are issued and will revert to their respective State-Specific Settlement Fund to be distributed equally to claiming class members or in a manner as otherwise directed by the Court upon application made by Class Counsel.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in the case?

Yes, the Court has appointed lawyers from the law firms Edelson PC, Bursor & Fisher, P.A., Beaumont Costales LLC, and East End Trial Group as the attorneys to represent you and other Class Members. These attorneys are called "Class Counsel." Class Counsel can be reached by calling (XXX) XXX-XXXX.

10. Should I get my own lawyer?

You don't need to hire your own lawyer because Class Counsel is working on your behalf. You may hire your own lawyer, but if you do so, you will have to pay that lawyer.

11. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees and expenses of up to 35% of each State-Specific Settlement Fund, after first deducting Settlement Administration Expenses and any incentive awards to the Class Representatives. Class Counsel will file with the Court and post on the Settlement Website its request for attorneys' fees and incentive awards on [**date 2 weeks before Objection / Exclusion deadline**].

Class Counsel will also request an incentive award for each Class Representative from the State-Specific Settlement Fund associated with the class they represent as follows: Alabama, \$5,000; California, \$750; Illinois, \$10,000 to the Illinois Injunction Settlement Class Representatives Fischer and Lukis, and \$1,000 each to the Illinois Injunction Settlement Class Representative Fissinger-Figueroa and the Illinois Settlement Payment Class Representative Carvalho; Indiana, \$1,000; Nevada, \$750; Ohio, \$2,500; South Dakota, \$1,000. If the Settlement is finally approved, the Court will determine the proper amount of any attorneys' fees and expenses to award Class Counsel and the proper amount of any incentive award to the Class Representatives. The Court may award less than the amounts requested.

YOUR RIGHTS AND OPTIONS

12. What happens if I do nothing at all?

If you do nothing, you will receive no money from any State-Specific Settlement Fund, but you will still be bound by all orders and judgments of the Court. Unless you exclude yourself from the Settlement, you will not be able to file or continue a lawsuit against Defendants or other Released Parties regarding any of the Released Claims as those terms are defined in the Settlement Agreement. **Submitting a valid and timely Claim Form is the only way to receive a payment from this Settlement.**

To submit a Claim Form, or for information on how to request exclusion from the class or file an objection, please visit the Settlement Website, [www.\(tobedetermined\).com](http://www.(tobedetermined).com), or call (XXX) XXX-XXXX.

13. What happens if I ask to be excluded?

You may exclude yourself from the Settlement if you are a member of a Settlement Payment Class. If you do so, you will not receive any cash payment, but you will not release any claims you may have against the Released Parties (as that term is defined in the Settlement Agreement) and are free to pursue whatever legal rights you may have by pursuing your own lawsuit against the Released Parties at your own risk and expense. If you stay in the Settlement Class, you will no longer be able to file your own lawsuit against Defendants for any of the issues or claims in the case. (See Question 15).

14. How do I ask to be excluded?

You can mail or email a letter stating that you want to be excluded from the Settlement. Your letter must: (a) be in writing; (b) identify the case name, *Fischer, et al. v. Instant Checkmate LLC, et al.*, No. 19-cv-04892 (N.D. Ill.); (c) identify if the person seeking exclusion is a member of the Alabama Settlement Class, the California Settlement Class, the Illinois Settlement Payment Class, the Indiana Settlement Class, the Ohio Settlement Class, the South Dakota Settlement Class, or the Nevada Settlement Class; (d) state the full name and current address of the person seeking exclusion; (e) be signed by the person(s) seeking exclusion; and (f) be postmarked or received by the Settlement Administrator on or before [Objection/Exclusion Deadline]. Each request for exclusion must also contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Payment Class in *Fischer, et al. v. Instant Checkmate LLC, et al.*, No. 19-cv-04892 (N.D. Ill.).” You must mail or e-mail your exclusion request no later than [Objection/Exclusion Deadline] to:

Fischer v. Instant Checkmate LLC
c/o Settlement Administrator
P.O. Box 0000
City, ST 00000-0000

-or-

[e-mail address]

You can't exclude yourself over the phone. No person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs. This means that each individual who seeks to exclude

themselves must send an individual, separate request to the Settlement Administrator that complies with each of the above requirements.

15. If I don't exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendants and any other Released Party for the claims being resolved by this Settlement.

16. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you will not receive a payment.

17. How do I object to the Settlement?

If you do not exclude yourself from the Settlement, you can object to the Settlement if you don't like any part of it. You may object to the entire settlement or to only a part of it, including the request for attorneys' fees and incentive awards. All class members, whether they are eligible to claim money or not, can object to the Settlement. You can give reasons why you think the Court should deny approval by filing an objection. To object, you must file a letter or brief with the Court stating that you object to the proposed Settlement in *Fischer, et al. v. Instant Checkmate LLC, et al.*, No. 19-cv-04892 (N.D. Ill.), no later than [Objection/Exclusion Deadline]. Your objection must be electronically filed or delivered to the Court at the following address:

Clerk of the United States District Court for the Northern District of Illinois
Everett McKinley Dirksen United States Courthouse
219 South Dearborn Street
Chicago, Illinois 60604

Filing instructions for *pro se* litigants can be found [here](#).

The objection must be in writing, must be signed by the objector, and must include the following information: (a) your full name and current address, (b) a statement that you believe you are a member of the Alabama Injunction Settlement Class, Alabama Settlement Payment Class, California Injunction Settlement Class, California Settlement Payment Class, Illinois Injunction Settlement Class, Illinois Settlement Payment Class, Indiana Injunction Settlement Class, Indiana Settlement Payment Class, Nevada Injunction Settlement Class, Nevada Settlement Payment Class, Ohio Injunction Settlement Class, Ohio Settlement Payment Class, South Dakota Injunction Settlement Class, or South Dakota Settlement Payment Class, (c) whether the objection applies only to the objector, to a specific subset of the objector's respective Settlement Class, or to the entirety of the objector's Settlement Class, (d) the specific grounds for your objection, (e) all documents or writings that you wish the Court to consider, (f) the name and contact information of any attorneys representing, advising, or in any way assisting you in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection, and (g) a statement indicating whether you intend to appear at the Final Approval Hearing.

If you hire an attorney in connection with making an objection, that attorney must file an appearance with the Court or seek *pro hac vice* admission to practice before the Court, and electronically file the objection by the objection deadline of [Objection/Exclusion Deadline]. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf. If you exclude yourself from the Settlement, you cannot file an objection.

In addition to filing your objection with the Court, by no later than [Objection/Exclusion Deadline], you must send via mail, email, or delivery service copies of your objection and any supporting documents to both Class Counsel and Defendants' lawyers at the addresses listed below:

Class Counsel	Defendants' Counsel
Eli Wade-Scott ewadescott@edelson.com EDELSON PC 350 North LaSalle Street, 14th Floor Chicago, Illinois 60654	Debbie L. Berman, #6205154 dberman@jenner.com Jenner & Block LLP 353 N. Clark Street Chicago, IL 60654-3456

Class Counsel will file with the Court and post on the Settlement Website its request for attorneys' fees and incentive awards on [date 2 weeks before Objection / Exclusion deadline].

18. What's the difference between objecting to and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can only object if you remain a member of the class. Only class members entitled to a payment can request exclusion. Excluding yourself from a Settlement Payment Class is telling the Court that you don't want to be a Settlement Payment Class Member. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

19. When and where will the Court decide whether to approve the Settlement?

The Court will hold the Final Approval Hearing at [time] on [date] before the Honorable Manish S. Shah in Room 1919 at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604, or via remote means as instructed by the Court. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees and expenses and the incentive award to the Class Representatives.

Note: The date and time of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted at the Settlement Website, [www.\(tobedetermined\).com](http://www.(tobedetermined).com).

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. You are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria required in the objection (*see* Question 17), the Court will consider it. You may also pay your own lawyer to attend, but you don't have to.

21. May I speak at the hearing?

Yes. If you do not exclude yourself, you may ask the Court for permission to speak at the hearing concerning any part of the proposed Settlement. If you filed an objection (*see* Question 17 above) and intend to appear at the hearing, you must state your intention to do so in your objection.

GETTING MORE INFORMATION

22. Where do I get more information?

This notice summarizes the proposed Settlement. More details, including the complete Settlement Agreement and other documents are available at [www.\(tobedetermined\).com](http://www.(tobedetermined).com) or at the Clerk's Office in the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays. You can also contact the Settlement Administrator at [email](#) or [phone](#), or Class Counsel at (XXX) XXX-XXXX, with any questions about the Settlement.

PLEASE DO NOT CONTACT THE COURT, THE JUDGE, THE DEFENDANTS OR THE DEFENDANTS' LAWYERS WITH QUESTIONS ABOUT THE SETTLEMENT OR DISTRIBUTION OF SETTLEMENT PAYMENTS.

Exhibit C

From: tobedetermined@domain.com
To: JohnDoeClassMember@domain.com
Re: Legal Notice of Proposed Class Action Settlement

**OUR RECORDS INDICATE THAT YOU LIVE IN ALABAMA AND SOMEONE
SEARCHED YOUR NAME AND PURCHASED A REPORT ON
INSTANTCHECKMATE.COM, INTELIUS.COM, TRUTHFINDER.COM, OR
USSEARCH.COM. YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS
ACTION SETTLEMENT.**

Don't worry, you are not being sued. This is an official court notice, not an ad for a lawyer.

This is an official notice to inform you that a Settlement has been reached in a class action lawsuit between individuals in Alabama and certain other states and Instant Checkmate LLC, Truthfinder LLC, Intelius LLC, PeopleConnect, Inc., and The Control Group Media Company, LLC ("Defendants"). Defendants operate websites that provide directory services offering information about people. The lawsuit claims that Defendants violated these states' right of publicity laws when they used individuals' names, ages, contact information, former residence locations, lists of possible relatives, likenesses, photographs, images, or other identifying information to advertise or promote subscriptions to Defendants' people-search websites. Defendants deny that they violated any law. The Court has not decided who is right or wrong. Please read this notice carefully. Your legal rights are affected whether you act or don't act.

Who is included in the Settlement Class? Our records indicate that you are included in the Alabama Settlement Payment Class. This class includes people (i) who were searched for on websites Instant Checkmate, Truthfinder, Intelius, or U.S. Search on or after August 11, 2019, and (ii) had a report about them purchased that displayed an Alabama address per the Defendants' records.

What can I get out of the Settlement? If you're eligible and the Court approves the Settlement, you can file a claim to receive a cash payment. The payment is estimated to be approximately \$577–\$960 but could be more or less depending on the number of claims submitted. This amount is an equal share of a \$877,500 fund that Defendants agreed to create for this class, after any Court-approved payment of Settlement expenses, attorneys' fees, and any incentive award. Separate funds were created for individuals from other states. You will no longer be able to file your own lawsuit against Defendants for any of the issues or claims in the case. Visit www.ToBeDetermined.com to view a copy of the Settlement Agreement, including language regarding the release.

How do I get my payment? Just complete and verify the short and simple Claim Form online at [\[Claim Form Link\]](#), or you can visit www.ToBeDetermined.com and download a paper Claim Form and submit it by mail. By submitting online, you can choose to receive your payment via Venmo, Zelle, or a check. ***All Claim Forms must be submitted online or postmarked by [\[Claims Deadline\]](#).***

What are my other options? If you are part of the class but do not want payment from the Settlement and want to keep your right to file your own lawsuit against Defendants for any of the issues or claims in the case, you must exclude yourself from the class **no later than [\[objection/exclusion deadline\]](#).**

If you stay in the class, you may object to any aspect of the Settlement, including the requests for attorneys' fees, costs, expenses, and award to the Class Representatives. You and/or your lawyer also have the right to appear before the Court. Your written objection must be filed no later than **[objection/exclusion deadline]**. Specific instructions about how to object or exclude yourself from the class are available at [www.\[website\].com](http://www.[website].com).

If you do nothing, and the Court approves the Settlement, you will receive no money, but will be bound by all orders of the Court and judgments in this case. In addition, you will no longer be able to file your own lawsuit against Defendants for any of the issues or claims in the case.

Do I have a lawyer? Yes. The Court has appointed lawyers from the law firms Edelson PC, Bursor & Fisher, P.A., Beaumont Costales LLC, and East End Trial Group as "Class Counsel." They represent you and other Alabama Settlement Payment Class Members. You can hire your own lawyer, but you'll need to pay that lawyer's legal fees if you do. The Court has also chosen Jose Camacho—a class member like you—to represent the Alabama Settlement Payment Class.

When will the Court decide whether to approve the Settlement? The Court will hold a final approval hearing on **[date]** at **[time]** before the Hon. Manish S. Shah in Room 1919 at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604 or via remote means as instructed by the Court. During the hearing, the Court will hear objections, determine if the Settlement is fair, and consider Class Counsel's request for fees and expenses of up to 35% of the Alabama Settlement Fund and a \$5,000 incentive award for the Alabama Settlement Payment Class Representative. The fee request will be posted on the Settlement website by **[two weeks prior to Objection/Exclusion Deadline]**.

Exhibit D

From: tobedetermined@domain.com
To: JohnDoeClassMember@domain.com
Re: Legal Notice of Proposed Class Action Settlement

OUR RECORDS INDICATE THAT YOU LIVE IN CALIFORNIA AND SOMEONE SEARCHED YOUR NAME AND PURCHASED A REPORT ON INSTANTCHECKMATE.COM, INTELIUS.COM, TRUTHFINDER.COM, OR USSEARCH.COM. YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.

Don't worry, you are not being sued. This is an official court notice, not an ad for a lawyer.

This is an official notice to inform you that a Settlement has been reached in a class action lawsuit between individuals in California and certain other states and Instant Checkmate LLC, Truthfinder LLC, Intelius LLC, PeopleConnect, Inc., and The Control Group Media Company, LLC ("Defendants"). Defendants operate websites that provide directory services offering information about people. The lawsuit claims that Defendants violated these states' right of publicity laws when they used individuals' names, ages, contact information, former residence locations, lists of possible relatives, likenesses, photographs, images, or other identifying information to advertise or promote subscriptions to Defendants' people-search websites. Defendants deny that they violated any law. The Court has not decided who is right or wrong. Please read this notice carefully. Your legal rights are affected whether you act or don't act.

Who is included in the Settlement Class? Our records indicate that you are included in the California Settlement Payment Class. This class includes people (i) who were searched for on websites Instant Checkmate, Truthfinder, Intelius, or U.S. Search on or after August 11, 2019, and (ii) had a report about them purchased that displayed a California address per the Defendants' records.

What can I get out of the Settlement? If you're eligible and the Court approves the Settlement, you can file a claim to receive a cash payment. The payment is estimated to be approximately \$82-\$137 but could be more or less depending on the number of claims submitted. This amount is an equal share of a \$1,003,556 fund that Defendants agreed to create for this class, after any Court-approved payment of Settlement expenses, attorneys' fees, and any incentive award. Separate funds were created for individuals from other states. You will no longer be able to file your own lawsuit against Defendants for any of the issues or claims in the case. Visit www.ToBeDetermined.com to view a copy of the Settlement Agreement, including language regarding the release.

How do I get my payment? Just complete and verify the short and simple Claim Form online at [\[Claim Form Link\]](#), or you can visit www.ToBeDetermined.com and download a paper Claim Form and submit it by mail. By submitting online, you can choose to receive your payment via Venmo, Zelle, or a check. ***All Claim Forms must be submitted online or postmarked by [\[Claims Deadline\]](#).***

What are my other options? If you are part of the class but do not want payment from the Settlement and want to keep your right to file your own lawsuit against Defendants for any of the issues or claims in the case, you must exclude yourself from the class **no later than [\[objection/exclusion deadline\]](#).**

If you stay in the class, you may object to any aspect of the Settlement, including the requests for attorneys' fees, costs, expenses, and award to the Class Representatives. You and/or your lawyer also have the right to appear before the Court. Your written objection must be filed no later than **[objection/exclusion deadline]**. Specific instructions about how to object or exclude yourself from the class are available at [www.\[website\].com](http://www.[website].com).

If you do nothing, and the Court approves the Settlement, you will receive no money, but will be bound by all orders of the Court and judgments in this case. In addition, you will no longer be able to file your own lawsuit against Defendants for any of the issues or claims in the case.

Do I have a lawyer? Yes. The Court has appointed lawyers from the law firms Edelson PC, Bursor & Fisher, P.A., Beaumont Costales LLC, and East End Trial Group as "Class Counsel." They represent you and other California Settlement Payment Class Members. You can hire your own lawyer, but you'll need to pay that lawyer's legal fees if you do. The Court has also chosen Jake Webb—a class member like you—to represent the California Settlement Payment Class, and Rhonda Cotta, Rogelio Ramirez, and Jake Webb to represent the California Injunction Settlement Class.

When will the Court decide whether to approve the Settlement? The Court will hold a final approval hearing on [date] at [time] before the Hon. Manish S. Shah in Room 1919 at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604 or via remote means as instructed by the Court. During the hearing, the Court will hear objections, determine if the Settlement is fair, and consider Class Counsel's request for fees and expenses of up to 35% of the California Settlement Fund, a \$750 incentive award for the California Settlement Payment Class Representative Webb, and a \$750 incentive award for each of the California Injunction Settlement Class Representatives Cotta and Ramirez. The fee request will be posted on the Settlement website by [two weeks prior to Objection/Exclusion Deadline].

Exhibit E

From: tobedetermined@domain.com
To: JohnDoeClassMember@domain.com
Re: Legal Notice of Proposed Class Action Settlement

**OUR RECORDS INDICATE THAT YOU LIVE IN ILLINOIS AND SOMEONE
SEARCHED YOUR NAME AND PURCHASED A REPORT ON
INSTANTCHECKMATE.COM, INTELIUS.COM, TRUTHFINDER.COM, OR
USSEARCH.COM. YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS
ACTION SETTLEMENT.**

Don't worry, you are not being sued. This is an official court notice, not an ad for a lawyer.

This is an official notice to inform you that a Settlement has been reached in a class action lawsuit between individuals in Illinois and certain other states and Instant Checkmate LLC, Truthfinder LLC, Intelius LLC, PeopleConnect, Inc., and The Control Group Media Company, LLC ("Defendants"). Defendants operate websites that provide directory services offering information about people. The lawsuit claims that Defendants violated these states' right of publicity laws when they used individuals' names, ages, contact information, former residence locations, lists of possible relatives, likenesses, photographs, images, or other identifying information to advertise or promote subscriptions to Defendants' people-search websites. Defendants deny that they violated any law. The Court has not decided who is right or wrong. Please read this notice carefully. Your legal rights are affected whether you act or don't act.

Who is included in the Settlement Class? Our records indicate that you are included in the Illinois Settlement Payment Class. This class includes people (i) who were searched for on websites Instant Checkmate, Truthfinder, Intelius, or U.S. Search on or after June 21, 2018, and (ii) had a report about them purchased that displayed an Illinois address per the Defendants' records.

What can I get out of the Settlement? If you're eligible and the Court approves the Settlement, you can file a claim to receive a cash payment. The payment is estimated to be approximately \$635–\$1,058 but could be more or less depending on the number of claims submitted. This amount is an equal share of a \$6,245,148 fund that Defendants agreed to create for this class, after any Court-approved payment of Settlement expenses, attorneys' fees, and any incentive award. Separate funds were created for individuals from other states. You will no longer be able to file your own lawsuit against Defendants for any of the issues or claims in the case. Visit www.ToBeDetermined.com to view a copy of the Settlement Agreement, including language regarding the release.

How do I get my payment? Just complete and verify the short and simple Claim Form online at [\[Claim Form Link\]](#), or you can visit www.ToBeDetermined.com and download a paper Claim Form and submit it by mail. By submitting online, you can choose to receive your payment via Venmo, Zelle, or a check. ***All Claim Forms must be submitted online or postmarked by [\[Claims Deadline\]](#).***

What are my other options? If you are part of the class but do not want payment from the Settlement and want to keep your right to file your own lawsuit against Defendants for any of the issues or claims in the case, you must exclude yourself from the class **no later than [\[objection/exclusion deadline\]](#)**.

If you stay in the class, you may object to any aspect of the Settlement, including the requests for attorneys' fees, costs, expenses, and award to the Class Representatives. You and/or your lawyer also have the right to appear before the Court. Your written objection must be filed no later than **[objection/exclusion deadline]**. Specific instructions about how to object or exclude yourself from the class are available at **www.[website].com**.

If you do nothing, and the Court approves the Settlement, you will receive no money, but will be bound by all orders of the Court and judgments in this case. In addition, you will no longer be able to file your own lawsuit against Defendants for any of the issues or claims in the case.

Do I have a lawyer? Yes. The Court has appointed lawyers from the law firms Edelson PC, Bursor & Fisher, P.A., Beaumont Costales LLC, and East End Trial Group as "Class Counsel." They represent you and other Illinois Settlement Payment Class Members. You can hire your own lawyer, but you'll need to pay that lawyer's legal fees if you do. The Court has also chosen Eric Carvalho a class member like you—to represent the Illinois Settlement Payment Class, and Eric Carvalho, Robert Fischer, Stephanie Lukis, and Alessandra Fissinger-Figueroa to represent the Illinois Injunction Settlement Class.

When will the Court decide whether to approve the Settlement? The Court will hold a final approval hearing on **[date]** at **[time]** before the Hon. Manish S. Shah in Room 1919 at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604 or via remote means as instructed by the Court. During the hearing, the Court will hear objections, determine if the Settlement is fair, and consider Class Counsel's request for fees and expenses of up to 35% of the Illinois Settlement Fund, \$1,000 incentive awards for each of the Illinois Settlement Payment Class Representative Carvalho and Illinois Injunction Settlement Class Representative Fissinger-Figueroa, and \$10,000 to each of the Illinois Injunction Settlement Class Representatives Fischer and Lukis. The fee request will be posted on the Settlement website by **[two weeks prior to Objection/Exclusion Deadline]**.

Exhibit F

From: tobedetermined@domain.com
To: JohnDoeClassMember@domain.com
Re: Legal Notice of Proposed Class Action Settlement

**OUR RECORDS INDICATE THAT YOU LIVE IN INDIANA AND SOMEONE
SEARCHED YOUR NAME AND PURCHASED A REPORT ON
INSTANTCHECKMATE.COM, INTELIUS.COM, TRUTHFINDER.COM, OR
USSEARCH.COM. YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS
ACTION SETTLEMENT.**

Don't worry, you are not being sued. This is an official court notice, not an ad for a lawyer.

This is an official notice to inform you that a Settlement has been reached in a class action lawsuit between individuals in Indiana and certain other states and Instant Checkmate LLC, Truthfinder LLC, Intelius LLC, PeopleConnect, Inc., and The Control Group Media Company, LLC ("Defendants"). Defendants operate websites that provide directory services offering information about people. The lawsuit claims that Defendants violated these states' right of publicity laws when they used individuals' names, ages, contact information, former residence locations, lists of possible relatives, likenesses, photographs, images, or other identifying information to advertise or promote subscriptions to Defendants' people-search websites. Defendants deny that they violated any law. The Court has not decided who is right or wrong. Please read this notice carefully. Your legal rights are affected whether you act or don't act.

Who is included in the Settlement Class? Our records indicate that you are included in the Indiana Settlement Payment Class. This class includes people (i) who were searched for on websites Instant Checkmate, Truthfinder, Intelius, or U.S. Search on or after December 6, 2020, and (ii) had a report about them purchased that displayed an Indiana address per the Defendants' records.

What can I get out of the Settlement? If you're eligible and the Court approves the Settlement, you can file a claim to receive a cash payment. The payment is estimated to be approximately \$111–\$185 but could be more or less depending on the number of claims submitted. This amount is an equal share of a \$106,695 fund that Defendants agreed to create for this class, after any Court-approved payment of Settlement expenses, attorneys' fees, and any incentive award. Separate funds were created for individuals from other states. You will no longer be able to file your own lawsuit against Defendants for any of the issues or claims in the case. Visit www.ToBeDetermined.com to view a copy of the Settlement Agreement, including language regarding the release.

How do I get my payment? Just complete and verify the short and simple Claim Form online at [\[Claim Form Link\]](#), or you can visit www.ToBeDetermined.com and download a paper Claim Form and submit it by mail. By submitting online, you can choose to receive your payment via Venmo, Zelle, or a check. ***All Claim Forms must be submitted online or postmarked by [\[Claims Deadline\]](#).***

What are my other options? If you are part of the class but do not want payment from the Settlement and want to keep your right to file your own lawsuit against Defendants for any of the issues or claims in the case, you must exclude yourself from the class **no later than [\[objection/exclusion deadline\]](#)**.

If you stay in the class, you may object to any aspect of the Settlement, including the requests for attorneys' fees, costs, expenses, and award to the Class Representatives. You and/or your lawyer also have the right to appear before the Court. Your written objection must be filed no later than **[objection/exclusion deadline]**. Specific instructions about how to object or exclude yourself from the class are available at **www.[website].com**.

If you do nothing, and the Court approves the Settlement, you will receive no money, but will be bound by all orders of the Court and judgments in this case. In addition, you will no longer be able to file your own lawsuit against Defendants for any of the issues or claims in the case.

Do I have a lawyer? Yes. The Court has appointed lawyers from the law firms Edelson PC, Bursor & Fisher, P.A., Beaumont Costales LLC, and East End Trial Group as "Class Counsel." They represent you and other Indiana Settlement Payment Class Members. You can hire your own lawyer, but you'll need to pay that lawyer's legal fees if you do. The Court has also chosen James Anderson—a class member like you—to represent the Indiana Settlement Payment Class.

When will the Court decide whether to approve the Settlement? The Court will hold a final approval hearing on **[date]** at **[time]** before the Hon. Manish S. Shah in Room 1919 at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604 or via remote means as instructed by the Court. During the hearing, the Court will hear objections, determine if the Settlement is fair, and consider Class Counsel's request for fees and expenses of up to 35% of the Indiana Settlement Fund and a \$1,000 incentive award for the Indiana Settlement Payment Class Representative. The fee request will be posted on the Settlement website by **[two weeks prior to Objection/Exclusion Deadline]**.

Exhibit G

From: tobedetermined@domain.com
To: JohnDoeClassMember@domain.com
Re: Legal Notice of Proposed Class Action Settlement

**OUR RECORDS INDICATE THAT YOU LIVE IN NEVADA AND SOMEONE
SEARCHED YOUR NAME AND PURCHASED A REPORT ON
INSTANTCHECKMATE.COM, INTELIUS.COM, TRUTHFINDER.COM, OR
USSEARCH.COM. YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS
ACTION SETTLEMENT.**

Don't worry, you are not being sued. This is an official court notice, not an ad for a lawyer.

This is an official notice to inform you that a Settlement has been reached in a class action lawsuit between individuals in Nevada and certain other states and Instant Checkmate LLC, Truthfinder LLC, Intelius LLC, PeopleConnect, Inc., and The Control Group Media Company, LLC ("Defendants"). Defendants operate websites that provide directory services offering information about people. The lawsuit claims that Defendants violated these states' right of publicity laws when they used individuals' names, ages, contact information, former residence locations, lists of possible relatives, likenesses, photographs, images, or other identifying information to advertise or promote subscriptions to Defendants' people-search websites. Defendants deny that they violated any law. The Court has not decided who is right or wrong. Please read this notice carefully. Your legal rights are affected whether you act or don't act.

Who is included in the Settlement Class? Our records indicate that you are included in the Nevada Settlement Payment Class. This class includes people (i) who were searched for on websites Instant Checkmate, Truthfinder, Intelius, or U.S. Search on or after December 6, 2018, and (ii) had a report about them purchased that displayed a Nevada address per the Defendants' records.

What can I get out of the Settlement? If you're eligible and the Court approves the Settlement, you can file a claim to receive a cash payment. The payment is estimated to be approximately \$82–\$137 but could be more or less depending on the number of claims submitted. This amount is an equal share of a \$119,205 fund that Defendants agreed to create for this class, after any Court-approved payment of Settlement expenses, attorneys' fees, and any incentive award. Separate funds were created for individuals from other states. You will no longer be able to file your own lawsuit against Defendants for any of the issues or claims in the case. Visit www.ToBeDetermined.com to view a copy of the Settlement Agreement, including language regarding the release.

How do I get my payment? Just complete and verify the short and simple Claim Form online at [\[Claim Form Link\]](#), or you can visit www.ToBeDetermined.com and download a paper Claim Form and submit it by mail. By submitting online, you can choose to receive your payment via Venmo, Zelle, or a check. ***All Claim Forms must be submitted online or postmarked by [\[Claims Deadline\]](#).***

What are my other options? If you are part of the class but do not want payment from the Settlement and want to keep your right to file your own lawsuit against Defendants for any of the issues or claims in the case, you must exclude yourself from the class **no later than [\[objection/exclusion deadline\]](#).**

If you stay in the class, you may object to any aspect of the Settlement, including the requests for attorneys' fees, costs, expenses, and award to the Class Representatives. You and/or your lawyer also have the right to appear before the Court. Your written objection must be filed no later than **[objection/exclusion deadline]**. Specific instructions about how to object or exclude yourself from the class are available at **www.[website].com**.

If you do nothing, and the Court approves the Settlement, you will receive no money, but will be bound by all orders of the Court and judgments in this case. In addition, you will no longer be able to file your own lawsuit against Defendants for any of the issues or claims in the case.

Do I have a lawyer? Yes. The Court has appointed lawyers from the law firms Edelson PC, Bursor & Fisher, P.A., Beaumont Costales LLC, and East End Trial Group as "Class Counsel." They represent you and other Nevada Settlement Payment Class Members. You can hire your own lawyer, but you'll need to pay that lawyer's legal fees if you do. The Court has also chosen Nicholas Fioritto—a class member like you—to represent the Nevada Settlement Payment Class.

When will the Court decide whether to approve the Settlement? The Court will hold a final approval hearing on **[date]** at **[time]** before the Hon. Manish S. Shah in Room 1919 at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604 or via remote means as instructed by the Court. During the hearing, the Court will hear objections, determine if the Settlement is fair, and consider Class Counsel's request for fees and expenses of up to 35% of the Nevada Settlement Fund and a \$750 incentive award for the Nevada Settlement Payment Class Representative. The fee request will be posted on the Settlement website by **[two weeks prior to Objection/Exclusion Deadline]**.

Exhibit H

From: tobedetermined@domain.com
To: JohnDoeClassMember@domain.com
Re: Legal Notice of Proposed Class Action Settlement

OUR RECORDS INDICATE THAT YOU LIVE IN OHIO AND SOMEONE SEARCHED YOUR NAME AND PURCHASED A REPORT ON INSTANTCHECKMATE.COM, INTELIOUS.COM, TRUTHFINDER.COM, OR USSEARCH.COM. YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.

Don't worry, you are not being sued. This is an official court notice, not an ad for a lawyer.

This is an official notice to inform you that a Settlement has been reached in a class action lawsuit between individuals in Ohio and certain other states and Instant Checkmate LLC, Truthfinder LLC, Intelius LLC, PeopleConnect, Inc., and The Control Group Media Company, LLC ("Defendants"). Defendants operate websites that provide directory services offering information about people. The lawsuit claims that Defendants violated these states' right of publicity laws when they used individuals' names, ages, contact information, former residence locations, lists of possible relatives, likenesses, photographs, images, or other identifying information to advertise or promote subscriptions to Defendants' people-search websites. Defendants deny that they violated any law. The Court has not decided who is right or wrong. Please read this notice carefully. Your legal rights are affected whether you act or don't act.

Who is included in the Settlement Class? Our records indicate that you are included in the Ohio Settlement Payment Class. This class includes people (i) who were searched for on websites Instant Checkmate, Truthfinder, Intelius, or U.S. Search on or after January 29, 2017, and (ii) had a report about them purchased that displayed an Ohio address per the Defendants' records.

What can I get out of the Settlement? If you're eligible and the Court approves the Settlement, you can file a claim to receive a cash payment. The payment is estimated to be approximately \$286–\$477 but could be more or less depending on the number of claims submitted. This amount is an equal share of a \$1,727,888 fund that Defendants agreed to create for this class, after any Court-approved payment of Settlement expenses, attorneys' fees, and any incentive award. Separate funds were created for individuals from other states. You will no longer be able to file your own lawsuit against Defendants for any of the issues or claims in the case. Visit www.ToBeDetermined.com to view a copy of the Settlement Agreement, including language regarding the release.

How do I get my payment? Just complete and verify the short and simple Claim Form online at [\[Claim Form Link\]](#), or you can visit www.ToBeDetermined.com and download a paper Claim Form and submit it by mail. By submitting online, you can choose to receive your payment via Venmo, Zelle, or a check. *All Claim Forms must be submitted online or postmarked by [\[Claims Deadline\]](#).*

What are my other options? If you are part of the class but do not want payment from the Settlement and want to keep your right to file your own lawsuit against Defendants for any of the issues or claims in the case, you must exclude yourself from the class **no later than [\[objection/exclusion deadline\]](#)**.

If you stay in the class, you may object to any aspect of the Settlement, including the requests for attorneys' fees, costs, expenses, and award to the Class Representatives. You and/or your lawyer also have the right to appear before the Court. Your written objection must be filed no later than **[objection/exclusion deadline]**. Specific instructions about how to object or exclude yourself from the class are available at **www.[website].com**.

If you do nothing, and the Court approves the Settlement, you will receive no money, but will be bound by all orders of the Court and judgments in this case. In addition, you will no longer be able to file your own lawsuit against Defendants for any of the issues or claims in the case.

Do I have a lawyer? Yes. The Court has appointed lawyers from the law firms Edelson PC, Bursor & Fisher, P.A., Beaumont Costales LLC, and East End Trial Group as "Class Counsel." They represent you and other Ohio Settlement Payment Class Members. You can hire your own lawyer, but you'll need to pay that lawyer's legal fees if you do. The Court has also chosen Justin Rogalsky—a class member like you—to represent the Ohio Settlement Payment Class, and Justin Rogalsky and Therese Backowski to represent the Ohio Injunction Settlement Class.

When will the Court decide whether to approve the Settlement? The Court will hold a final approval hearing on **[date]** at **[time]** before the Hon. Manish S. Shah in Room 1919 at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604 or via remote means as instructed by the Court. During the hearing, the Court will hear objections, determine if the Settlement is fair, and consider Class Counsel's request for fees and expenses of up to 35% of the Ohio Settlement Fund, a \$2,500 incentive award for the Ohio Settlement Payment Class Representative Rogalsky, and a \$2,500 incentive award for the Ohio Injunction Class Representative Backowski. The fee request will be posted on the Settlement website by **[two weeks prior to Objection/Exclusion Deadline]**.

Exhibit I

From: tobedetermined@domain.com
To: JohnDoeClassMember@domain.com
Re: Legal Notice of Proposed Class Action Settlement

OUR RECORDS INDICATE THAT YOU LIVE IN SOUTH DAKOTA AND SOMEONE SEARCHED YOUR NAME AND PURCHASED A REPORT ON INSTANTCHECKMATE.COM, INTELIUS.COM, TRUTHFINDER.COM, OR USSEARCH.COM. YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.

Don't worry, you are not being sued. This is an official court notice, not an ad for a lawyer.

This is an official notice to inform you that a Settlement has been reached in a class action lawsuit between individuals in South Dakota and certain other states and Instant Checkmate LLC, Truthfinder LLC, Intelius LLC, PeopleConnect, Inc., and The Control Group Media Company, LLC ("Defendants"). Defendants operate websites that provide directory services offering information about people. The lawsuit claims that Defendants violated these states' right of publicity laws when they used individuals' names, ages, contact information, former residence locations, lists of possible relatives, likenesses, photographs, images, or other identifying information to advertise or promote subscriptions to Defendants' people-search websites. Defendants deny that they violated any law. The Court has not decided who is right or wrong. Please read this notice carefully. Your legal rights are affected whether you act or don't act.

Who is included in the Settlement Class? Our records indicate that you are included in the South Dakota Settlement Payment Class. This class includes people (i) who were searched for on websites Instant Checkmate, Truthfinder, Intelius, or U.S. Search on or after December 6, 2019, and (ii) had a report about them purchased that displayed a South Dakota address per the Defendants' records.

What can I get out of the Settlement? If you're eligible and the Court approves the Settlement, you can file a claim to receive a cash payment. The payment is estimated to be approximately \$107–\$178 but could be more or less depending on the number of claims submitted. This amount is an equal share of a \$22,905 fund that Defendants agreed to create for this class, after any Court-approved payment of Settlement expenses, attorneys' fees, and any incentive award. Separate funds were created for individuals from other states. You will no longer be able to file your own lawsuit against Defendants for any of the issues or claims in the case. Visit www.ToBeDetermined.com to view a copy of the Settlement Agreement, including language regarding the release.

How do I get my payment? Just complete and verify the short and simple Claim Form online at [\[Claim Form Link\]](#), or you can visit www.ToBeDetermined.com and download a paper Claim Form and submit it by mail. By submitting online, you can choose to receive your payment via Venmo, Zelle, or a check. ***All Claim Forms must be submitted online or postmarked by [\[Claims Deadline\]](#).***

What are my other options? If you are part of the class but do not want payment from the Settlement and want to keep your right to file your own lawsuit against Defendants for any of the issues or claims in the case, you must exclude yourself from the class **no later than [\[objection/exclusion deadline\]](#)**.

If you stay in the class, you may object to any aspect of the Settlement, including the requests for attorneys' fees, costs, expenses, and award to the Class Representatives. You and/or your lawyer also have the right to appear before the Court. Your written objection must be filed no later than **[objection/exclusion deadline]**. Specific instructions about how to object or exclude yourself from the class are available at **www.[website].com**.

If you do nothing, and the Court approves the Settlement, you will receive no money, but will be bound by all orders of the Court and judgments in this case. In addition, you will no longer be able to file your own lawsuit against Defendants for any of the issues or claims in the case.

Do I have a lawyer? Yes. The Court has appointed lawyers from the law firms Edelson PC, Bursor & Fisher, P.A., Beaumont Costales LLC, and East End Trial Group as "Class Counsel." They represent you and other South Dakota Settlement Payment Class Members. You can hire your own lawyer, but you'll need to pay that lawyer's legal fees if you do. The Court has also chosen Nateema Lewis—a class member like you—to represent the South Dakota Settlement Payment Class.

When will the Court decide whether to approve the Settlement? The Court will hold a final approval hearing on **[date]** at **[time]** before the Hon. Manish S. Shah in Room 1919 at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604 or via remote means as instructed by the Court. During the hearing, the Court will hear objections, determine if the Settlement is fair, and consider Class Counsel's request for fees and expenses of up to 35% of the South Dakota Settlement Fund and a \$1,000 incentive award for the South Dakota Settlement Payment Class Representative. The fee request will be posted on the Settlement website by **[two weeks prior to Objection/Exclusion Deadline]**.

Exhibit J

COURT AUTHORIZED NOTICE OF CLASS
ACTION AND PROPOSED SETTLEMENT

**OUR RECORDS INDICATE
THAT YOU LIVE IN
ALABAMA AND SOMEONE
SEARCHED YOUR NAME
AND PURCHASED A REPORT
ON
INSTANTCHECKMATE.COM,
INTELIUS.COM,
TRUTHFINDER.COM, OR
USSEARCH.COM.**

**YOU MAY BE ENTITLED TO
A PAYMENT FROM A CLASS
ACTION SETTLEMENT.**

XXX

Fischer, et al. v. Instant Checkmate LLC, et al.
c/o Settlement Administrator
P.O. Box 0000
City, ST 00000-0000

First-Class
Mail
US Postage
Paid
Permit # __



Postal Service: Please do not mark barcode

XXX—«ClaimID» «MailRec»

«First1» «Last1»
«C/O»
«Addr1» «Addr2»
«City», «St» «Zip» «Country»

By Order of the Court Dated: [date]

CLAIM FORM

THIS CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED BY [CLAIMS DEADLINE] AND MUST BE FULLY COMPLETED, BE SIGNED, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.

Instructions: Fill out each section of this form and sign where indicated. If you prefer to receive payment via Venmo or Zelle, you must submit a Claim Form online on the Settlement Website at www.tobedetermined.com. If you submit this paper Claim Form by mail and it is approved, you will receive a check in the mail at the address you provide below.

Name (First, M.I., Last): _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Email Address (optional): _____

Contact Phone #: (_____) _____ - _____ (You may be contacted if further information is required.)

Signature: _____ Date: ____/____/____

Print Name: _____

The Settlement Administrator will review your Claim Form. If accepted, you will be mailed a check payment for an equal share of your state's State-Specific Settlement Fund based on the number of valid Claim Forms received and after first deducting Settlement Administration Expenses, any Fee Award, and any incentive award to the Class Representative, as approved by the Court. This process takes time; please be patient.

Questions? Visit www.tobedetermined.com or call [toll free number]

This is an official notice to inform you that a Settlement has been reached in a class action lawsuit between individuals in Alabama and certain other states and Instant Checkmate LLC, Truthfinder LLC, Intelius LLC, PeopleConnect, Inc., and The Control Group Media Company, LLC ("Defendants"). Defendants operate websites that provide directory services offering information about people. The lawsuit claims that Defendants violated these states' right of publicity laws when they used individuals' names, ages, contact information, former residence locations, lists of possible relatives, likenesses, photographs, images, or other identifying information to advertise or promote subscriptions to Defendants' people-search websites. Defendants deny that they violated any law. Please read this notice carefully. Your legal rights are affected whether you act or don't act.

Who is included in the Settlement Class? Our records indicate that you are included in the Alabama Settlement Payment Class. This includes all people (i) who were searched for on Instant Checkmate, Truthfinder, Intelius, or U.S. Search on or after August 11, 2019, and (ii) had a report about them purchased that displayed an Alabama address per the Defendants' records.

What can I get out of the Settlement? If you're eligible and the Court approves the Settlement, you can file a claim to receive a cash payment. The payment is estimated to be approximately \$577–\$960 but could be more or less depending on the number of claims submitted. This amount is an equal share of a \$877,500 fund that Defendants agreed to create for this class, after any Court-approved payment of Settlement expenses, attorneys' fees, and any incentive award. Separate funds were created for individuals from other states. You will no longer be able to file your own lawsuit against Defendants for any of the issues or claims in the case. Visit www.ToBeDetermined.com to view a copy of the Settlement Agreement, including language regarding the release.

How do I get my payment? Just complete and return the attached Claim Form by mail, or you can visit the Settlement Website, www.to bedetermined.com, and submit a Claim Form online **by [Claims Deadline]**.

What are my other options? You can do nothing, comment on or object to any of the Settlement terms, or exclude yourself from the Settlement. If you do nothing, you won't get a payment, will be bound by all orders of the court, and you won't be able to sue Defendants in a future lawsuit about the claims addressed in the case. You can also comment on or object to the Settlement if you disagree with any of its terms by writing to the Court. If you exclude yourself, you won't get a payment, but you'll keep your right to sue Defendants on the issues the Settlement concerns. Visit [www.\(to bedetermined\).com](http://www.(to bedetermined).com) for instructions on how to exclude yourself or object to the Settlement.

All Requests for Exclusion and Objections must be received by [Objection/Exclusion Deadline].

Do I have a lawyer? Yes. The Court appointed lawyers from the law firms Edelson PC, Bursor & Fisher, P.A., Beaumont Costales LLC, and East End Trial Group as "Class Counsel." They represent you and other Alabama Settlement Payment Class Members. You can hire your own lawyer, but you'll need to pay that lawyer's legal fees. The Court chose Jose Camacho—a class member like you—to represent the Alabama Settlement Payment Class.

When will the Court decide whether to approve the Settlement? The Court will hold a final approval hearing on [date] at [time] before the Hon. Manish S. Shah in Room 1919 at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604 or via remote means as instructed by the Court. During the hearing, the Court will hear objections, determine if the Settlement is fair, and consider Class Counsel's request for fees and expenses of up to 35% of the Alabama Settlement Fund and a \$5,000 incentive award to the Alabama Settlement Payment Class Representative. The request will be posted on the Settlement Website by [two weeks prior to Objection/Exclusion Deadline].

NO POSTAGE
NECESSARY
IF MAILED IN
THE UNITED
STATES

Fischer v. Instant Checkmate LLC Settlement
c/o Settlement Administrator
PO Box 0000
City, ST 00000-0000

XXX

Exhibit K

COURT AUTHORIZED NOTICE OF CLASS
ACTION AND PROPOSED SETTLEMENT

**OUR RECORDS INDICATE
THAT YOU LIVE IN
CALIFORNIA AND SOMEONE
SEARCHED YOUR NAME
AND PURCHASED A REPORT
ON
INSTANTCHECKMATE.COM,
INTELIUS.COM,
TRUTHFINDER.COM, OR
USSEARCH.COM.**

**YOU MAY BE ENTITLED TO
A PAYMENT FROM A CLASS
ACTION SETTLEMENT.**

XXX

Fischer, et al. v. Instant Checkmate LLC, et al.
c/o Settlement Administrator
P.O. Box 0000
City, ST 00000-0000

First-Class
Mail
US Postage
Paid
Permit #__



Postal Service: Please do not mark barcode

XXX—«ClaimID» «MailRec»

«First1» «Last1»
«C/O»
«Addr1» «Addr2»
«City», «St» «Zip» «Country»

By Order of the Court Dated: [date]

CLAIM FORM

THIS CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED BY [CLAIMS DEADLINE] AND MUST BE FULLY COMPLETED, BE SIGNED, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.

Instructions: Fill out each section of this form and sign where indicated. If you prefer to receive payment via Venmo or Zelle, you must submit a Claim Form online on the Settlement Website at www.tobedetermined.com. If you submit this paper Claim Form by mail and it is approved, you will receive a check in the mail at the address you provide below.

Name (First, M.I., Last): _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Email Address (optional): _____

Contact Phone #: (_____) _____ - _____ (You may be contacted if further information is required.)

Signature: _____ Date: ____/____/____

Print Name: _____

The Settlement Administrator will review your Claim Form. If accepted, you will be mailed a check payment for an equal share of your state's State-Specific Settlement Fund based on the number of valid Claim Forms received and after first deducting Settlement Administration Expenses, any Fee Award, and any incentive award to the Class Representative, as approved by the Court. This process takes time; please be patient.

Questions? Visit www.tobedetermined.com or call [toll free number]

This is an official notice to inform you that a Settlement has been reached in a class action lawsuit between individuals in California and certain other states and Instant Checkmate LLC, Truthfinder LLC, Intelius LLC, PeopleConnect, Inc., and The Control Group Media Company, LLC ("Defendants"). Defendants operate websites that provide directory services offering information about people. The lawsuit claims that Defendants violated these states' right of publicity laws when they used individuals' names, ages, contact information, former residence locations, lists of possible relatives, likenesses, photographs, images, or other identifying information to advertise or promote subscriptions to Defendants' people-search websites. Defendants deny that they violated any law. Please read this notice carefully. Your legal rights are affected whether you act or don't act.

Who is included in the Settlement Class? Our records indicate that you are included in the California Settlement Payment Class. This includes all people (i) who were searched for on Instant Checkmate, Truthfinder, Intelius, or U.S. Search on or after August 11, 2019, and (ii) had a report about them purchased that displayed a California address per the Defendants' records.

What can I get out of the Settlement? If you're eligible and the Court approves the Settlement, you can file a claim to receive a cash payment. The payment is estimated to be approximately \$82-\$137 but could be more or less depending on the number of claims submitted. This amount is an equal share of a \$1,003,556 fund that Defendants agreed to create for this class, after any Court-approved payment of Settlement expenses, attorneys' fees, and any incentive award. Separate funds were created for individuals from other states. You will no longer be able to file your own lawsuit against Defendants for any of the issues or claims in the case. Visit

www.ToBeDetermined.com to view a copy of the Settlement Agreement, including language regarding the release.

How do I get my payment? Just complete and return the attached Claim Form by mail, or you can visit the Settlement Website, [www.\(to bedetermined\).com](http://www.(to bedetermined).com), and submit a Claim Form online by **[Claims Deadline]**.

What are my other options? You can do nothing, comment on or object to any of the Settlement terms, or exclude yourself from the Settlement. If you do nothing, you won't get a payment, will be bound by all orders of the court, and you won't be able to sue Defendants in a future lawsuit about the claims addressed in the case. You can also comment on or object to the Settlement if you disagree with any of its terms by writing to the Court. If you exclude yourself, you won't get a payment, but you'll keep your right to sue Defendants on the issues the Settlement concerns. Visit [www.\(to bedetermined\).com](http://www.(to bedetermined).com) for instructions on how to exclude yourself or object to the Settlement.

All Requests for Exclusion and Objections must be received by [Objection/Exclusion Deadline].

Do I have a lawyer? Yes. The Court appointed lawyers from the law firms Edelson PC, Bursor & Fisher, P.A., Beaumont Costales LLC, and East End Trial Group as "Class Counsel." They represent you and other California Settlement Payment Class Members. You can hire your own lawyer, but you'll need to pay that lawyer's legal fees. The Court chose Jake Webb—a class member like you—to represent the California Settlement Payment Class, and Rhonda Cotta, Rogelio Ramirez, and Jake Webb to represent the California Injunction Settlement Class.

When will the Court decide whether to approve the Settlement? The Court will hold a final approval hearing on **[date]** at **[time]** before the Hon. Manish S. Shah in Room 1919 at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604 or via remote means as instructed by the Court. During the hearing, the Court will hear objections, determine if the Settlement is fair, and consider Class Counsel's request for fees and expenses of up to 35% of the California Settlement Fund, a \$750 incentive award for the California Settlement Payment Class Representative Webb, and a \$750 incentive award for each of the California Injunction Settlement Class Representatives Cotta and Ramirez. The request will be posted on the Settlement Website by **[two weeks prior to Objection/Exclusion Deadline]**.

NO POSTAGE
NECESSARY
IF MAILED IN
THE UNITED
STATES

Fischer v. Instant Checkmate LLC Settlement
c/o Settlement Administrator
PO Box 0000
City, ST 00000-0000

XXX

Exhibit L

COURT AUTHORIZED NOTICE OF CLASS
ACTION AND PROPOSED SETTLEMENT

**OUR RECORDS INDICATE
THAT YOU LIVE IN ILLINOIS
AND SOMEONE SEARCHED
YOUR NAME AND
PURCHASED A REPORT ON
INSTANTCHECKMATE.COM,
INTELIUS.COM,
TRUTHFINDER.COM, OR
USSEARCH.COM.**

**YOU MAY BE ENTITLED TO
A PAYMENT FROM A CLASS
ACTION SETTLEMENT.**

XXX

Fischer, et al. v. Instant Checkmate LLC, et al.
c/o Settlement Administrator
P.O. Box 0000
City, ST 00000-0000

First-Class
Mail
US Postage
Paid
Permit # __



Postal Service: Please do not mark barcode

XXX—«ClaimID» «MailRec»

«First1» «Last1»
«C/O»
«Addr1» «Addr2»
«City», «St» «Zip» «Country»

By Order of the Court Dated: [date]

CLAIM FORM

THIS CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED BY [CLAIMS DEADLINE] AND MUST BE FULLY COMPLETED, BE SIGNED, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.

Instructions: Fill out each section of this form and sign where indicated. If you prefer to receive payment via Venmo or Zelle, you must submit a Claim Form online on the Settlement Website at www.tobedetermined.com. If you submit this paper Claim Form by mail and it is approved, you will receive a check in the mail at the address you provide below.

Name (First, M.I., Last): _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Email Address (optional): _____

Contact Phone #: (_____) _____ - _____ (You may be contacted if further information is required.)

Signature: _____ Date: ____/____/____

Print Name: _____

The Settlement Administrator will review your Claim Form. If accepted, you will be mailed a check payment for an equal share of your state's State-Specific Settlement Fund based on the number of valid Claim Forms received and after first deducting Settlement Administration Expenses, any Fee Award, and any incentive award to the Class Representative, as approved by the Court. This process takes time; please be patient.

Questions? Visit www.tobedetermined.com or call [toll free number]

This is an official notice to inform you that a Settlement has been reached in a class action lawsuit between individuals in Illinois and certain other states and Instant Checkmate LLC, Truthfinder LLC, Intelius LLC, PeopleConnect, Inc., and The Control Group Media Company, LLC ("Defendants"). Defendants operate websites that provide directory services offering information about people. The lawsuit claims that Defendants violated these states' right of publicity laws when they used individuals' names, ages, contact information, former residence locations, lists of possible relatives, likenesses, photographs, images, or other identifying information to advertise or promote subscriptions to Defendants' people-search websites. Defendants deny that they violated any law. Please read this notice carefully. Your legal rights are affected whether you act or don't act.

Who is included in the Settlement Class? Our records indicate that you are included in the Illinois Settlement Payment Class. This includes all people (i) who were searched for on Instant Checkmate, Truthfinder, Intelius, or U.S. Search on or after June 21, 2018, and (ii) had a report about them purchased that displayed an Illinois address per the Defendants' records.

What can I get out of the Settlement? If you're eligible and the Court approves the Settlement, you can file a claim to receive a cash payment. The payment is estimated to be approximately \$635-\$1,058 but could be more or less depending on the number of claims submitted. This amount is an equal share of a \$6,245,148 fund that Defendants agreed to create for this class, after any Court-approved

payment of Settlement expenses, attorneys' fees, and any incentive award. Separate funds were created for individuals from other states. You will no longer be able to file your own lawsuit against Defendants for any of the issues or claims in the case. Visit www.ToBeDetermined.com to view a copy of the Settlement Agreement, including language regarding the release.

How do I get my payment? Just complete and return the attached Claim Form by mail, or you can visit the Settlement Website, [www.\(to bedetermined\).com](http://www.(to bedetermined).com), and submit a Claim Form online by **[Claims Deadline]**.

What are my other options? You can do nothing, comment on or object to any of the Settlement terms, or exclude yourself from the Settlement. If you do nothing, you won't get a payment, will be bound by all orders of the court, and you won't be able to sue Defendants in a future lawsuit about the claims addressed in the case. You can also comment on or object to the Settlement if you disagree with any of its terms by writing to the Court. If you exclude yourself, you won't get a payment, but you'll keep your right to sue Defendants on the issues the Settlement concerns. Visit [www.\(to bedetermined\).com](http://www.(to bedetermined).com) for instructions on how to exclude yourself or object to the Settlement.

All Requests for Exclusion and Objections must be received by [Objection/Exclusion Deadline].

Do I have a lawyer? Yes. The Court appointed lawyers from the law firms Edelson PC, Bursor & Fisher, P.A., Beaumont Costales LLC, and East End Trial Group as "Class Counsel." They represent you and other Illinois Settlement Payment Class Members. You can hire your own lawyer, but you'll need to pay that lawyer's legal fees. The Court chose Eric Carvalho—a class member like you—to represent the Illinois Settlement Payment Class, and Eric Carvalho, Robert Fischer, Stephanie Lukis, and Alessandra Fissinger-Figueroa to represent the Illinois Injunction Settlement Class.

When will the Court decide whether to approve the Settlement? The Court will hold a final approval hearing on [date] at [time] before the Hon. Manish S. Shah in Room 1919 at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604 or via remote means as instructed by the Court. During the hearing, the Court will hear objections, determine if the Settlement is fair, and consider Class Counsel's request for fees and expenses of up to 35% of the Illinois Settlement Fund, \$1,000 incentive awards for each of the Illinois Settlement Payment Class Representative Carvalho and Illinois Injunction Settlement Class Representative Fissinger-Figueroa, and \$10,000 to each of the Illinois Injunction Settlement Class Representatives Fischer and Lukis. The request will be posted on the Settlement Website by **[two weeks prior to Objection/Exclusion Deadline]**.

NO POSTAGE
NECESSARY
IF MAILED IN
THE UNITED
STATES

Fischer v. Instant Checkmate LLC Settlement
c/o Settlement Administrator
PO Box 0000
City, ST 00000-0000

XXX

Exhibit M

COURT AUTHORIZED NOTICE OF CLASS
ACTION AND PROPOSED SETTLEMENT

**OUR RECORDS INDICATE
THAT YOU LIVE IN INDIANA
AND SOMEONE SEARCHED
YOUR NAME AND
PURCHASED A REPORT ON
INSTANTCHECKMATE.COM,
INTELIUS.COM,
TRUTHFINDER.COM, OR
USSEARCH.COM.**

**YOU MAY BE ENTITLED TO
A PAYMENT FROM A CLASS
ACTION SETTLEMENT.**

XXX

Fischer, et al. v. Instant Checkmate LLC, et al.
c/o Settlement Administrator
P.O. Box 0000
City, ST 00000-0000

First-Class
Mail
US Postage
Paid
Permit # __



Postal Service: Please do not mark barcode

XXX—«ClaimID» «MailRec»

«First1» «Last1»
«C/O»
«Addr1» «Addr2»
«City», «St» «Zip» «Country»

By Order of the Court Dated: [date]

CLAIM FORM

THIS CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED BY [CLAIMS DEADLINE] AND MUST BE FULLY COMPLETED, BE SIGNED, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.

Instructions: Fill out each section of this form and sign where indicated. If you prefer to receive payment via Venmo or Zelle, you must submit a Claim Form online on the Settlement Website at www.tobedetermined.com. If you submit this paper Claim Form by mail and it is approved, you will receive a check in the mail at the address you provide below.

Name (First, M.I., Last): _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Email Address (optional): _____

Contact Phone #: (_____) _____ - _____ (You may be contacted if further information is required.)

Signature: _____ Date: ____/____/____

Print Name: _____

The Settlement Administrator will review your Claim Form. If accepted, you will be mailed a check payment for an equal share of your state's State-Specific Settlement Fund based on the number of valid Claim Forms received and after first deducting Settlement Administration Expenses, any Fee Award, and any incentive award to the Class Representative, as approved by the Court. This process takes time; please be patient.

Questions? Visit www.tobedetermined.com or call [toll free number]

This is an official notice to inform you that a Settlement has been reached in a class action lawsuit between individuals in Indiana and certain other states and Instant Checkmate LLC, Truthfinder LLC, Intelius LLC, PeopleConnect, Inc., and The Control Group Media Company, LLC ("Defendants"). Defendants operate websites that provide directory services offering information about people. The lawsuit claims that Defendants violated these states' right of publicity laws when they used individuals' names, ages, contact information, former residence locations, lists of possible relatives, likenesses, photographs, images, or other identifying information to advertise or promote subscriptions to Defendants' people-search websites. Defendants deny that they violated any law. Please read this notice carefully. Your legal rights are affected whether you act or don't act.

Who is included in the Settlement Class? Our records indicate that you are included in the Indiana Settlement Payment Class. This class includes all people (i) who were searched for on Instant Checkmate, Truthfinder, Intelius, or U.S. Search on or after December 6, 2020, and (ii) had a report about them purchased that displayed an Indiana address per the Defendants' records.

What can I get out of the Settlement? If you're eligible and the Court approves the Settlement, you can file a claim to receive a cash payment. The payment is estimated to be approximately \$111–\$185 but could be more or less depending on the number of claims submitted. This amount is an equal share of a \$106,695 fund that Defendants agreed to create for this class, after any Court-approved payment of Settlement expenses, attorneys' fees, and any incentive award. Separate funds were created for individuals from other states. You will no longer be able to file your own lawsuit against Defendants for any of the issues or claims in the case. Visit www.ToBeDetermined.com to view a copy of the Settlement Agreement, including language regarding the release.

How do I get my payment? Just complete and return the attached Claim Form by mail, or you can visit the Settlement Website, [www.\(to bedetermined\).com](http://www.(to bedetermined).com), and submit a Claim Form online *by [Claims Deadline]*.

What are my other options? You can do nothing, comment on or object to any of the Settlement terms, or exclude yourself from the Settlement. If you do nothing, you won't get a payment, will be bound by all orders of the court, and you won't be able to sue Defendants in a future lawsuit about the claims addressed in the case. You can also comment on or object to the Settlement if you disagree with any of its terms by writing to the Court. If you exclude yourself, you won't get a payment, but you'll keep your right to sue Defendants on the issues the Settlement concerns. Visit [www.\(to bedetermined\).com](http://www.(to bedetermined).com) for instructions on how to exclude yourself or object to the Settlement. *All Requests for Exclusion and Objections must be received by [Objection/Exclusion Deadline].*

Do I have a lawyer? Yes. The Court appointed lawyers from the law firms Edelson PC, Bursor & Fisher, P.A., Beaumont Costales LLC, and East End Trial Group as "Class Counsel." They represent you and other Indiana Settlement Payment Class Members. You can hire your own lawyer, but you'll need to pay that lawyer's legal fees. The Court chose James Anderson—a class member like you—to represent the Indiana Settlement Payment Class.

When will the Court decide whether to approve the Settlement? The Court will hold a final approval hearing on [\[date\]](#) at [\[time\]](#) before the Hon. Manish S. Shah in Room 1919 at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604 or via remote means as instructed by the Court. During the hearing, the Court will hear objections, determine if the Settlement is fair, and consider Class Counsel's request for fees and expenses of up to 35% of the Indiana Settlement Fund and a \$1,000 incentive award to the Indiana Settlement Payment Class Representative. The request will be posted on the Settlement Website by [\[two weeks prior to Objection/Exclusion Deadline\]](#).

NO POSTAGE
NECESSARY
IF MAILED IN
THE UNITED
STATES

Fischer v. Instant Checkmate LLC Settlement
c/o Settlement Administrator
PO Box 0000
City, ST 00000-0000

XXX

Exhibit N

COURT AUTHORIZED NOTICE OF CLASS
ACTION AND PROPOSED SETTLEMENT

**OUR RECORDS INDICATE
THAT YOU LIVE IN NEVADA
AND SOMEONE SEARCHED
YOUR NAME AND
PURCHASED A REPORT ON
INSTANTCHECKMATE.COM,
INTELIUS.COM,
TRUTHFINDER.COM, OR
USSEARCH.COM.**

**YOU MAY BE ENTITLED TO
A PAYMENT FROM A CLASS
ACTION SETTLEMENT.**

XXX

Fischer, et al. v. Instant Checkmate LLC, et al.
c/o Settlement Administrator
P.O. Box 0000
City, ST 00000-0000

First-Class
Mail
US Postage
Paid
Permit #__



Postal Service: Please do not mark barcode

XXX—«ClaimID» «MailRec»

«First1» «Last1»
«C/O»
«Addr1» «Addr2»
«City», «St» «Zip» «Country»

By Order of the Court Dated: [date]

CLAIM FORM

THIS CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED BY [CLAIMS DEADLINE] AND MUST BE FULLY COMPLETED, BE SIGNED, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.

Instructions: Fill out each section of this form and sign where indicated. If you prefer to receive payment via Venmo or Zelle, you must submit a Claim Form online on the Settlement Website at www.tobedetermined.com. If you submit this paper Claim Form by mail and it is approved, you will receive a check in the mail at the address you provide below.

Name (First, M.I., Last): _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Email Address (optional): _____

Contact Phone #: (_____) _____ - _____ (You may be contacted if further information is required.)

Signature: _____ Date: ____/____/____

Print Name: _____

The Settlement Administrator will review your Claim Form. If accepted, you will be mailed a check payment for an equal share of your state's State-Specific Settlement Fund based on the number of valid Claim Forms received and after first deducting Settlement Administration Expenses, any Fee Award, and any incentive award to the Class Representative, as approved by the Court. This process takes time; please be patient.

Questions? Visit www.tobedetermined.com or call [toll free number]

This is an official notice to inform you that a Settlement has been reached in a class action lawsuit between individuals in Nevada and certain other states and Instant Checkmate LLC, Truthfinder LLC, Intelius LLC, PeopleConnect, Inc., and The Control Group Media Company, LLC ("Defendants"). Defendants operate websites that provide directory services offering information about people. The lawsuit claims that Defendants violated these states' right of publicity laws when they used individuals' names, ages, contact information, former residence locations, lists of possible relatives, likenesses, photographs, images, or other identifying information to advertise or promote subscriptions to Defendants' people-search websites. Defendants deny that they violated any law. Please read this notice carefully. Your legal rights are affected whether you act or don't act.

Who is included in the Settlement Class? Our records indicate that you are included in the Nevada Settlement Payment Class. This includes all people (i) who were searched for on Instant Checkmate, Truthfinder, Intelius, or U.S. Search on or after December 6, 2018, and (ii) had a report about them purchased that displayed a Nevada address per the Defendants' records.

What can I get out of the Settlement? If you're eligible and the Court approves the Settlement, you can file a claim to receive a cash payment. The payment is estimated to be approximately \$82-\$137 but could be more or less depending on the number of claims submitted. This amount is an equal share of a \$119,205 fund that Defendants agreed to create for this class, after any Court-approved payment of Settlement expenses, attorneys' fees, and any incentive award. Separate funds were created for individuals from other states. You will no longer be able to file your own lawsuit against Defendants for any of the issues or claims in the case. Visit www.ToBeDetermined.com to view a copy of the Settlement Agreement, including language regarding the release.

How do I get my payment? Just complete and return the attached Claim Form by mail, or you can visit the Settlement Website, [www.\(to bedetermined\).com](http://www.(to bedetermined).com), and submit a Claim Form online **by [Claims Deadline]**.

What are my other options? You can do nothing, comment on or object to any of the Settlement terms, or exclude yourself from the Settlement. If you do nothing, you won't get a payment, will be bound by all orders of the court, and you won't be able to sue Defendants in a future lawsuit about the claims addressed in the case. You can also comment on or object to the Settlement if you disagree with any of its terms by writing to the Court. If you exclude yourself, you won't get a payment, but you'll keep your right to sue Defendants on the issues the Settlement concerns. Visit [www.\(to bedetermined\).com](http://www.(to bedetermined).com) for instructions on how to exclude yourself or object to the Settlement.

All Requests for Exclusion and Objections must be received by [Objection/Exclusion Deadline].

Do I have a lawyer? Yes. The Court appointed lawyers from the law firms Edelson PC, Bursor & Fisher, P.A., Beaumont Costales LLC, and East End Trial Group as "Class Counsel." They represent you and other Nevada Settlement Payment Class Members. You can hire your own lawyer, but you'll need to pay that lawyer's legal fees. The Court chose Nicholas Fioritto—a class member like you—to represent the Nevada Settlement Payment Class.

When will the Court decide whether to approve the Settlement? The Court will hold a final approval hearing on [date] at [time] before the Hon. Manish S. Shah in Room 1919 at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604 or via remote means as instructed by the Court. During the hearing, the Court will hear objections, determine if the Settlement is fair, and consider Class Counsel's request for fees and expenses of up to 35% of the Nevada Settlement Fund and a \$750 incentive award to the Nevada Settlement Payment Class Representative. The request will be posted on the Settlement Website by **[two weeks prior to Objection/Exclusion Deadline]**.

NO POSTAGE
NECESSARY
IF MAILED IN
THE UNITED
STATES

Fischer v. Instant Checkmate LLC Settlement
c/o Settlement Administrator
PO Box 0000
City, ST 00000-0000

XXX

Exhibit O

COURT AUTHORIZED NOTICE OF CLASS
ACTION AND PROPOSED SETTLEMENT

**OUR RECORDS INDICATE
THAT YOU LIVE IN OHIO
AND SOMEONE SEARCHED
YOUR NAME AND
PURCHASED A REPORT ON
INSTANTCHECKMATE.COM,
INTELIUS.COM,
TRUTHFINDER.COM, OR
USSEARCH.COM.**

**YOU MAY BE ENTITLED TO
A PAYMENT FROM A CLASS
ACTION SETTLEMENT.**

XXX

Fischer, et al. v. Instant Checkmate LLC, et al.
c/o Settlement Administrator
P.O. Box 0000
City, ST 00000-0000

First-Class
Mail
US Postage
Paid
Permit #__



Postal Service: Please do not mark barcode

XXX—«ClaimID» «MailRec»

«First1» «Last1»
«C/O»
«Addr1» «Addr2»
«City», «St» «Zip» «Country»

By Order of the Court Dated: [date]

CLAIM FORM

THIS CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED BY [CLAIMS DEADLINE] AND MUST BE FULLY COMPLETED, BE SIGNED, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.

Instructions: Fill out each section of this form and sign where indicated. If you prefer to receive payment via Venmo or Zelle, you must submit a Claim Form online on the Settlement Website at www.tobedetermined.com. If you submit this paper Claim Form by mail and it is approved, you will receive a check in the mail at the address you provide below.

Name (First, M.I., Last): _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Email Address (optional): _____

Contact Phone #: (_____) _____ - _____ (You may be contacted if further information is required.)

Signature: _____ Date: ____/____/____

Print Name: _____

The Settlement Administrator will review your Claim Form. If accepted, you will be mailed a check payment for an equal share of your state's State-Specific Settlement Fund based on the number of valid Claim Forms received and after first deducting Settlement Administration Expenses, any Fee Award, and any incentive award to the Class Representative, as approved by the Court. This process takes time; please be patient.

Questions? Visit www.tobedetermined.com or call [toll free number]

This is an official notice to inform you that a Settlement has been reached in a class action lawsuit between individuals in Ohio and certain other states and Instant Checkmate LLC, Truthfinder LLC, Intelius LLC, PeopleConnect, Inc., and The Control Group Media Company, LLC ("Defendants"). Defendants operate websites that provide directory services offering information about people. The lawsuit claims that Defendants violated these states' right of publicity laws when they used individuals' names, ages, contact information, former residence locations, lists of possible relatives, likenesses, photographs, images, or other identifying information to advertise or promote subscriptions to Defendants' people-search websites. Defendants deny that they violated any law. Please read this notice carefully. Your legal rights are affected whether you act or don't act.

Who is included in the Settlement Class? Our records indicate that you are included in the Ohio Settlement Payment Class. This includes all people (i) who were searched for on Instant Checkmate, Truthfinder, Intelius, or U.S. Search on or after January 29, 2017, and (ii) had a report about them purchased that displayed an Ohio address per the Defendants' records.

What can I get out of the Settlement? If you're eligible and the Court approves the Settlement, you can file a claim to receive a cash payment. The payment is estimated to be approximately \$286–\$477 but could be more or less depending on the number of claims submitted. This amount is an equal share of a \$1,727,888 fund that Defendants agreed to create for this class, after any Court-approved payment of Settlement expenses, attorneys' fees, and any incentive award. Separate funds were created for individuals from other states. You will no longer be able to file your own lawsuit against Defendants for any of the issues or claims in the case. Visit www.ToBeDetermined.com to view a copy of the Settlement Agreement, including language regarding the release.

How do I get my payment? Just complete and return the attached Claim Form by mail, or you can visit the Settlement Website, [www.\(to bedetermined\).com](http://www.(to bedetermined).com), and submit a Claim Form online by **[Claims Deadline]**.

What are my other options? You can do nothing, comment on or object to any of the Settlement terms, or exclude yourself from the Settlement. If you do nothing, you won't get a payment, will be bound by all orders of the court, and you won't be able to sue Defendants in a future lawsuit about the claims addressed in the case. You can also comment on or object to the Settlement if you disagree with any of its terms by writing to the Court. If you exclude yourself, you won't get a payment, but you'll keep your right to sue Defendants on the issues the Settlement concerns. Visit [www.\(to bedetermined\).com](http://www.(to bedetermined).com) for instructions on how to exclude yourself or object to the Settlement.

All Requests for Exclusion and Objections must be received by [Objection/Exclusion Deadline].

Do I have a lawyer? Yes. The Court appointed lawyers from the law firms Edelson PC, Bursor & Fisher, P.A., Beaumont Costales LLC, and East End Trial Group as "Class Counsel." They represent you and other Ohio Settlement Payment Class Members. You can hire your own lawyer, but you'll need to pay that lawyer's legal fees. The Court chose Justin Rogalsky—a class member like you—to represent the Ohio Settlement Payment Class, and Justin Rogalsky and Therese Backowski to represent the Ohio Injunction Settlement Class.

When will the Court decide whether to approve the Settlement? The Court will hold a final approval hearing on **[date]** at **[time]** before the Hon. Manish S. Shah in Room 1919 at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604 or via remote means as instructed by the Court. During the hearing, the Court will hear objections, determine if the Settlement is fair, and consider Class Counsel's request for fees and expenses of up to 35% of the Ohio Settlement Fund, a \$2,500 incentive award for the Ohio Settlement Payment Class Representative Rogalsky, and a \$2,500 incentive award for the Ohio Injunction Class Representative Backowski. The request will be posted on the Settlement Website by **[two weeks prior to Objection/Exclusion Deadline]**.

NO POSTAGE
NECESSARY
IF MAILED IN
THE UNITED
STATES

Fischer v. Instant Checkmate LLC Settlement
c/o Settlement Administrator
PO Box 0000
City, ST 00000-0000

XXX

Exhibit P

COURT AUTHORIZED NOTICE OF CLASS
ACTION AND PROPOSED SETTLEMENT

**OUR RECORDS INDICATE
THAT YOU LIVE IN SOUTH
DAKOTA AND SOMEONE
SEARCHED YOUR NAME
AND PURCHASED A REPORT
ON
INSTANTCHECKMATE.COM,
INTELIUS.COM,
TRUTHFINDER.COM, OR
USSEARCH.COM.**

**YOU MAY BE ENTITLED TO
A PAYMENT FROM A CLASS
ACTION SETTLEMENT.**

XXX

Fischer, et al. v. Instant Checkmate LLC, et al.
c/o Settlement Administrator
P.O. Box 0000
City, ST 00000-0000

First-Class
Mail
US Postage
Paid
Permit # __



Postal Service: Please do not mark barcode

XXX—«ClaimID» «MailRec»

«First1» «Last1»
«C/O»
«Addr1» «Addr2»
«City», «St» «Zip» «Country»

By Order of the Court Dated: [date]

CLAIM FORM

THIS CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED BY [CLAIMS DEADLINE] AND MUST BE FULLY COMPLETED, BE SIGNED, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.

Instructions: Fill out each section of this form and sign where indicated. If you prefer to receive payment via Venmo or Zelle, you must submit a Claim Form online on the Settlement Website at www.tobedetermined.com. If you submit this paper Claim Form by mail and it is approved, you will receive a check in the mail at the address you provide below.

Name (First, M.I., Last): _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Email Address (optional): _____

Contact Phone #: (_____) _____ - _____ (You may be contacted if further information is required.)

Signature: _____ Date: ____/____/____

Print Name: _____

The Settlement Administrator will review your Claim Form. If accepted, you will be mailed a check payment for an equal share of your state's State-Specific Settlement Fund based on the number of valid Claim Forms received and after first deducting Settlement Administration Expenses, any Fee Award, and any incentive award to the Class Representative, as approved by the Court. This process takes time; please be patient.

Questions? Visit www.tobedetermined.com or call [toll free number]

This is an official notice to inform you that a Settlement has been reached in a class action lawsuit between individuals in South Dakota and certain other states and Instant Checkmate LLC, Truthfinder LLC, Intelius LLC, PeopleConnect, Inc., and The Control Group Media Company, LLC ("Defendants"). Defendants operate websites that provide directory services offering information about people. The lawsuit claims that Defendants violated these states' right of publicity laws when they used individuals' names, ages, contact information, former residence locations, lists of possible relatives, likenesses, photographs, images, or other identifying information to advertise or promote subscriptions to Defendants' people-search websites. Defendants deny that they violated any law. Please read this notice carefully. Your legal rights are affected whether you act or don't act.

Who is included in the Settlement Class? Our records indicate that you are included in the South Dakota Settlement Payment Class. This includes all people (i) who were searched for on Instant Checkmate, Truthfinder, Intelius, or U.S. Search on or after December 6, 2019, and (ii) had a report about them purchased that displayed a South Dakota address per the Defendants' records.

What can I get out of the Settlement? If you're eligible and the Court approves the Settlement, you can file a claim to receive a cash payment. The payment is estimated to be approximately \$107–\$178 but could be more or less depending on the number of claims submitted. This amount is an equal share of a \$22,905 fund that Defendants agreed to create for this class, after any Court-approved payment of Settlement expenses, attorneys' fees, and any incentive award. Separate funds were created for individuals from other states. You will no longer be able to file your own lawsuit against Defendants for any of the issues or claims in the case. Visit www.ToBeDetermined.com to view a copy of the Settlement Agreement, including language regarding the release.

How do I get my payment? Just complete and return the attached Claim Form by mail, or you can visit the Settlement Website, www.to bedetermined.com, and submit a Claim Form online **by [Claims Deadline]**.

What are my other options? You can do nothing, comment on or object to any of the Settlement terms, or exclude yourself from the Settlement. If you do nothing, you won't get a payment, will be bound by all orders of the court, and you won't be able to sue Defendants in a future lawsuit about the claims addressed in the case. You can also comment on or object to the Settlement if you disagree with any of its terms by writing to the Court. If you exclude yourself, you won't get a payment, but you'll keep your right to sue Defendants on the issues the Settlement concerns. Visit [www.\(to bedetermined\).com](http://www.(to bedetermined).com) for instructions on how to exclude yourself or object to the Settlement.

All Requests for Exclusion and Objections must be received by [Objection/Exclusion Deadline].

Do I have a lawyer? Yes. The Court appointed lawyers from the law firms Edelson PC, Bursor & Fisher, P.A., Beaumont Costales LLC, and East End Trial Group as "Class Counsel." They represent you and other South Dakota Settlement Payment Class Members. You can hire your own lawyer, but you'll need to pay that lawyer's legal fees. The Court chose Nateema Lewis—a class member like you—to represent the South Dakota Settlement Payment Class.

When will the Court decide whether to approve the Settlement? The Court will hold a final approval hearing on [date] at [time] before the Hon. Manish S. Shah in Room 1919 at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604 or via remote means as instructed by the Court. During the hearing, the Court will hear objections, determine if the Settlement is fair, and consider Class Counsel's request for fees and expenses of up to 35% of the South Dakota Settlement Fund and a \$1,000 incentive award to the South Dakota Settlement Payment Class Representative. The request will be posted on the Settlement Website by **[two weeks prior to Objection/Exclusion Deadline]**.

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IF MAILED IN
THE UNITED
STATES

Fischer v. Instant Checkmate LLC Settlement
c/o Settlement Administrator
PO Box 0000
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XXX